



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
पारेषण व्यापार समूह, नोएडा/Transmission
Business Group, Noida

निविदा आमंत्रण सूचना
NOTICE INVITING TENDER

Sir/Madam,

Bharat Heavy Electricals Limited (hereinafter referred to as **BHEL**) is a Central Public Sector Enterprise, having its Branch office at Transmission Business Group, 5TH Floor, Advant Navis IT Business Park, Tower-A, Plot no-7, Sector-142, Express way Noida, Distt. Gautambudh Nagar-201301, invites offer in sealed cover under two part bid system (Part-I: Techno commercial Part & Part-II: Price Part) from the competent agencies for **“Providing secretarial Services at various Points in BHEL Premises at TBG – HQ Noida”** for the period of two (02) years on job contract basis.

Please submit your competitive offer for the above subject work as per the tender terms & conditions.

SCHEDULE TO TENDER

1.	Tender Reference No.	TBSM/ SECRETARIAL SERVICE POINTS/ TBG-HQ NOIDA/19-20/ TENDER
2.	Date of Issue of Tender:	31.12.2019
3.	Type of Tender:	Open Tender
4.	Tender Title:	“Hiring of Agency for Providing secretarial services at various Points in BHEL Premises at TBG – HQ Noida on job contract basis”
5.	Location of BHEL-premises where work is to be carried out	Transmission Business Group, 5TH Floor, Advant Navis IT Business Park, Tower-A, Plot no-7, Sector-142, Express way Noida, Distt. Gautambudh Nagar-201301.
6.	Last date/ time for receipt of tender:	21-01-2020 by 14.30 Hrs
7.	Date/ time of opening of (Part-I):	21-01-2020 at 15:30 Hrs
8.	Place of Submission of Tender / Bid:	Tender Box- TBSM, placed at the reception of above mentioned address at point no. 5.
9.	Tender will be opened at:	BHEL TBG– HQ Noida of above mentioned address at point no. 5.
10.	Date/Time of price bid opening:	Will be intimated separately to the Techno-commercially qualified bidders in due course of time.
11.	EMD (in Rs):	Rs. 1,22,963/- Only. In favour of BHEL, Payable at New Delhi.
12.	Tender Fee	Nil
13.	Tender Value	Tentative value of services to be hired is Rs. 61,48,128/- (excluding profit charges & GST)
14.	Minimum Validity of tender offer:	120 days from the due date of submission of offer.
15.	Scope of Work:	Providing secretarial services at TBG –Head Quarter Noida
16.	Duration of Contract:	Two Years

All corrigenda, addenda, amendments, time extension, clarifications, etc. to the tender will be hosted on website <http://www.bhel.com> and <http://eprocure.gov.in/cppp/> only. Bidders should regularly visit website till the due date of submission to keep themselves updated. Any clarification(s) regarding Notice Inviting Tender (NIT), if required, should be sought from the undersigned before the tender due date.

Thanking you,

For & on behalf of
Bharat Heavy Electricals Ltd.

(Mukesh Paswan)
Addl. General Manager (TBSM)

E-mail: paswan@bhel.in, Mobile No.: +91-9560989092

5TH Floor, Advant Navis IT Business Park, Tower-A, Plot no-7, Sector-142, Express way Noida, Distt. Gautambudh Nagar-201301

पंजीकृत कार्यालय: बी.एच.ई.एल. सिरि फोर्ट नई दिल्ली 110049 -

Regd. Office : BHEL HOUSE, Siri Fort, New Delhi - 110049

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SECTION-I
GENERAL CONDITIONS OF TENDER

1. GENERAL INSTRUCTION TO BIDDERS

1.1. DESPATCH INSTRUCTION

- 1.1.1. All pages of the tender documents shall be duly signed, stamped and submitted along with the offer in token of complete acceptance thereof. The information furnished shall be complete by itself. The bidder is required to furnish all the details and other documents as per the tender terms & conditions.
- 1.1.2. Documents not signed & stamped by the authorized signatory of the bidder shall not be accepted and considered for evaluation of bid.
- 1.1.3. Any additional documents submitted by the bidder during processing of tender or after placement of order, shall not be accepted unless it is submitted with forwarding letter and duly signed & stamped as mentioned above.
- 1.1.4. The above requirement is equally applicable even if the documents are received in soft form. In such cases, Documents / Clarifications received through e-mails should be from the registered e-mail ID of the bidder.
- 1.1.5. All documents submitted by the bidder in his submission shall be accompanied with a covering letter giving index interlinking all the documents, which shall be numbered page wise.
- 1.1.6. **COMMUNICATION & CORRESPONDENCE:** Bidder(s) has to provide at least one valid email ID for fast communications. Two email IDs are desirable. All communications related to the tender shall be sent to these email IDs and hard copies will not be sent. Such communication(s) shall be deemed as delivered and final. Bidder(s) has to regularly view their email and also remain in touch with the Notice Inviting Authority to remain updated. Non viewing of e-mail or non-functioning of Internet & PC will not be entertained as a reason for no-response to any official communication. Two Mobile phones numbers should also be provided for communication / reminder(s). Such phones should be promptly attended. If due to any reason, bidder / authorized representative is unable to attend a call, he/she should revert to BHEL officials as soon as possible on the same day or, at the maximum, on the next working day. Any change in e-mail ID should be properly communicated in person, e-mail & hard copy. Later, during the execution of contract as well, non-response to a communication calling for action, shall be deemed to be a deliberate violation of contract condition and may invite suitable penalty for respective violation as per penalty causes.
- 1.1.7. Bidders are advised to study complete tender documents carefully. Submission of tender by any bidder shall be deemed to have been done after careful study, examination of the tender document and with the full understanding of the implications thereof. If the bidders have any doubt about the meaning of any portion of the tender specification or find discrepancies or omissions in the tender document issued or require clarification on any of the technical aspects, scope of work etc., he/she shall at once, contact the authority inviting the tender for the same, well in time (so as not to affect last date of submission) before the submission of the tender or else, BHEL's interpretation shall prevail & shall be binding on the bidder. Bidder's request for clarifications shall be with reference to Section and Clause numbers given in the tender document. The specifications, terms and conditions shall be deemed to

have been accepted by the bidder in his offer. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the bid.

1.1.8. All entries in the tender documents should be in one ink.

1.1.9. Bid should be free from correction, overwriting, using corrective fluid etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.

1.1.10. No clause of the tender document should be altered /amended /edited etc. by the bidder under any circumstances.

1.2. SUBMISSION OF BIDS

1.2.1. Bidders must submit their bids as per instructions in the NIT i.e. bids shall be strictly in accordance with the tender specifications.

1.2.2. Bids submitted by post shall be sent by 'REGISTERED POST / COURIER' and shall be posted with due allowance for any postal/courier delays. BHEL takes no responsibility for delay, loss or non-receipt of bids sent by post/courier. The bids received after the specified time of their submission are treated as 'Late Bids' and shall not be considered under any circumstances.

1.2.3. After/during the scrutiny of technical bids, bidder(s) may be asked to attend meeting(s) for clarifications, if any.

1.2.4. **SITE/ LOCATION VISIT:** Before submission of Offer, the bidders are advised to inspect the location of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour, means of transport and access to site, accommodation, etc. Visit shall be made on any working day between 09:00AM to 05:30PM with prior intimation. No claim will be entertained later on the grounds of lack of knowledge of any of site conditions. The costs of visiting the site shall be borne by the Bidder. The Bidder shall not be entitled to hold any claim against BHEL for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

1.3. COST OF BIDDING: The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Bank charges all courier charges including taxes & duties etc. incurred thereof. Further, BHEL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

1.4. TENDER OPENING:

1.4.1. Tender shall be opened at Transmission Business Group, 5TH Floor, Advant Navis IT Business Park, Tower-A, Plot no-7, Sector-142, Express way Noida, Distt. Gautambudh Nagar-201301 on appointed date & time (or the extended date/ time, if any) by representatives of Contracting deptt. and Finance deptt. in the presence of representatives of bidders who would like to be present. The last day of submission (or the extended date of submission) and the opening date shall be same. Bidders shall note that if the date of tender opening given in the Tender Document is declared an Off / Holiday by BHEL, then the next working day shall be considered as the last date of submission & opening of bids up to the time specified.

1.4.2. Carrying/ use of mobile phone/ camera and any such recording device by vendors' representatives in the Tender Opening Room is prohibited.

- 1.4.3. Price Bids of techno-commercially qualified bidders shall only be opened through the conventional price bid opening.
- 1.4.4. Price Bids of techno-commercially disqualified bidders shall not be opened.
- 1.4.5. All the techno-commercially acceptable bidders shall be informed of the date and time of opening of price bids telephonically or email by BHEL. The price bids shall be opened on the due date and time in the presence of representatives of techno-commercially acceptable bidders who would like to be present.

1.5. LANGUAGE

- 1.5.1. The bidder shall quote the “**PERCENTAGE (%) SERVICE CHARGE**” in English language and international numerals ONLY. The “**SERVICE CHARGE**” shall be entered in figures as well as in words. “**Service Charges**” shall be considered up to TWO decimal points only. Digits beyond TWO decimal points will be ignored and not rounded off. No representations on this account shall be entertained.
- 1.5.2. All correspondence and documents relating to the bid exchanged by the Bidder and BHEL shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail.
- 1.5.3. Currencies of Bid & Payment: Indian Rupees (Rs) only.
- 1.5.4. Singular & Plural: Words importing the singular number shall also include the plural and vice versa, where the context requires.
- 1.5.5. Headings and Marginal Headings: The headings and marginal headings in NIT are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or to be taken into consideration in the interpretation or construction thereof or the contract.

1.6. PRICE DISCREPANCY / CORRECTION OF ARITHMETIC ERRORS: Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis.

- 1.6.1. If, in the price structure quoted for the required services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- 1.6.2. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- 1.6.3. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
- 1.6.4. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

1.7. PARTICIPATION OF BIDDERS: Only bidders [Proprietorship Firms, Partnership Firms, Companies, Corporations] who have previous experience in the work of the nature and

description detailed in the Notice Inviting Tender and/or tender specification are expected to quote for this work duly detailing their experience along with offer, in line with PQR of this tender.

1.8. LEGAL STATUS OF THE BIDDER (Who can apply):

1.8.1. The bidder shall be a legally qualified person as per Indian Contract Act 1872. The Bidder shall be either an individual or a Company incorporated under the Companies Act 1956 or a Partnership Firm registered under the Partnership Act, 1932.

1.8.2. A bidder may be a Private Entity or PSU or Government owned entity.

1.9. POWER OF ATTORNEY:

1.9.1. In case of a Single Bidder, Power of Attorney issued by the Board of Directors/ CEO /Chairman/ MD / Company Secretary of the Bidder/ all partners is to be submitted

1.9.2. in case of Partnership firm/any person authorized in terms of Deed of LLP/Proprietor in favour of the authorized employee(s) of the Bidder, in respect of the particular tender for signing the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and to act and take any and all decision on behalf of the Bidder, is to be submitted.

1.9.3. The authorized employee(s) of the Bidder shall be signing the Bid and any consequence resulting due to such signing shall be binding on the Bidder.

1.10. Un-price bid format duly signed by the bidder shall be submitted along with technical bid, by mentioning ‘Q’ in all the columns where quote is to be offered by the bidder.

1.11. TENDER PRICES:

1.11.1. Unless explicitly stated otherwise in the tender document, the contractor shall be responsible for the whole works, based on the Schedule of Works, Bill of Quantities and Payment shall be made as per accepted rates based on the activities carried out as in the Scope of work at Section-III.

1.11.2. While quoting the “Service Charge”, bidders should consider all cost elements like financing cost, cost of maintenance of accounts, Insurance-Premium, Overheads, Profit Margins, Conveyance Charges, Amount of Security Deposit, Statutory Requirements / Obligations, Contractual Obligations and any other expenditure as deemed relevant by the Bidder or cost of any other item under its scope and to meet any expenses / exigencies (including bearing of penalty by Bidder as per Tender Document) so as to ensure continuity of services. While quoting the price, the bidder must keep in view the prevailing applicable minimum wages of the Government of Uttar Pradesh. It is the responsibility of the bidder to educate himself about all obligations to be performed under the contract, the financing cost, administrative expenses, Statutory liabilities, etc. and then submit the price accordingly.

1.11.3. If a bidder quote “Nil” service charge, the bid shall be treated as unresponsive and will not be considered for evaluation (in terms of provisions of Ministry of Finance, Dept. of Expenditure No 29(1)/2014-PPD dated 29/1/2014).

1.11.4. Bids without any element of cost over and above wages/ statutory payments (or below it) shall be treated as ‘Nil’ price quotation and would be rejected. The Contractor shall be liable for all kinds of dues payable in respect of all personnel provided under the

contract and BHEL shall not be liable for any dues for availing the services of the personnel.

1.11.5. All duties, taxes and other levies payable by the service provider under the contract, or for any other cause, as in the month prior to the month of the deadline for submission of bids, should be included in the total bid price submitted by the bidder.

1.11.6. The bidders are advised to quote the "Service Charges" in terms of percentage of total of monthly charges arrived at S. No. 7 in "Annexure-L" and same shall be payable to bidder on monthly basis.

1.11.7. The service charge quoted in the Price-bid shall be exclusive of GST as levied by the Govt. of India time to time. GST shall be payable as applicable on actual.

1.11.8. Lowest "Service Charge" received against the tender need not be acceptable to BHEL and in that case BHEL would not consider the same for Award of Contract. BHEL would negotiate or re-float the Tender if L-1 price is not the lowest-acceptable price to them inter-alia other reasons.

1.12. TENDER EVALUATION / EVALUATION OF BIDS: Tender evaluation shall be carried out on the basis of PQR and other techno-commercial terms & conditions specified in the tender documents and corrigenda, addenda, amendments thereof, if any, shall be communicated to all the bidders before price bid opening.

1.12.1. The priced bids of techno-commercially qualified bidders shall be opened and shall be considered for evaluation.

1.12.2. Evaluation of Part-II (Price-bid) Bid shall be done on lowest quote basis i.e. %age (Percentage) Service Charge quoted by the techno-commercially qualified bidder.

1.12.3. In the event of more than one bidder having quoted identical lowest "Service Charge" and there is a tie amongst the bidders, the respective bidders would be asked to submit their revised service charges. This process would continue till the distinct acceptable L-1 rate is arrived.

1.12.4. If distinct L1 rate isn't arrived at S. No. 1.12.3 and a tie prevails between more than one bidders at lowest acceptable rate (in line with tender terms & condition), then the L-1 will be decided based on lottery which will be carried out in the presence of all the L-1 bidders or their representatives who chose to be present.

1.12.5. Based on the above outcome, the bidders would be ranked from L-1 position in ascending order.

1.12.6. If the Service Charge percent is not filled up in the Price-bid and is not as per the requirements of the bidding documents, the same shall be omitted from evaluation.

1.13. APPLICABLE CONTRACTUAL VARIATIONS:

1.13.1. Within the validity or any extension of contract thereof, "**Service Charge**" shall remain **firm** (in terms of percentage) without any escalation / variation for any reason, whatsoever, unless specifically provided herein. Contractor's obligation shall remain unaffected by such escalation / variation. However, during the validity of contract period, the Contract Value will vary depending on the followings:

- i) Rates of Basic Plus VDA (subsequent to floating of this tender), as & when notified by Govt. of Uttar Pradesh will be applicable in the contract and

accordingly the monthly bill(s) of the contractor will get amended against the documentary evidence;

- ii) Rates of EPF / EPS / EDLI / ESI / Min. Monthly Bonus etc. (subsequent to floating of this tender), as & when notified by Governing Statutory Authorities will be applicable in the contract and accordingly the monthly bill(s) of the contractor will get amended against the documentary evidence.
- iii) GST (as applicable) will be payable by BHEL to the Contractor during the execution of the contract along with monthly bill(s), against the documentary evidence.
- iv) In case, **CODE ON WAGES-2019** is enforced during the currency of contract then wages payable to workforce and monthly bill(s) of the contractor will get amended.

1.13.2. BHEL reserves the right to increase or decrease the quantum of work / services up to **30% (+30%)** at the same rates, terms & conditions of this NIT during the currency of the contract. BHEL also reserves the right to ask the Contractor to shift the services from one location to another location of BHEL within **NOIDA** at the same rates, terms & conditions.

1.14. VALIDITY OF OFFER: Offers shall remain valid for **120 days** period from the due date of submission of bids (including extension, if any). In case BHEL calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the bidder(s). In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', BHEL may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by email. A Bidder may refuse the request without forfeiture of his EMD. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its EMD for the period of the extension and in accordance with Clause-1.15 in all respects.

1.15. EARNEST MONEY DEPOSIT (EMD):

1.15.1. EMD is to be paid by tenderers for securing fulfilment of any obligations in terms of the NIT (Pre-qualification bid / PART-I). Every bid must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) in the manner described herein.

- i) Each tenderer, participating in the tender, has to deposit/furnish EMD of **Rs. 1,22,963/-** in the following forms (along with the offer) in full:
 - a) Cash deposit as permissible under the extant Income Tax Act (before tender opening);
 - b) Electronic Fund Transfer credited in BHEL account (before tender opening); (Details of BHEL account is mentioned in the tender document at cl. No.:- 1.17.
 - c) Banker's cheque/ Pay order/ Demand draft, **in favour of BHEL** (along with offer), **payable at New Delhi**;
 - d) EMD can also be accepted in the form of FDR issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).

- e) In addition to above, EMD amount in excess of Rs. Two (02) Lakhs may also be accepted in the form of Bank Guarantee. The Bank Guarantee in such case must be valid for atleast six months.
- ii) EMD in any other forms/modes except the forms/modes mentioned above will lead to the rejection of bid i.e. No other form of EMD remittance shall be acceptable to BHEL.
- iii) MSEs bidders are exempted from the payment of EMD. However, there is no exemption of security deposit submission.

1.15.2. EMD by the tenderer will be forfeited, if:

- i) After opening the bid and within the offer validity period, the tenderer revokes his offer or makes any modification in his bid which is not acceptable to BHEL.
- ii) The Contractor fails to deposit the required Security Deposit or to commence the work within the period as per LOI / Work Order.
- iii) EMD by the tenderer shall be withheld in case any action on the bidder is envisaged under the provisions of extant “Guidelines on Suspension of business dealings with suppliers/ contractors” and forfeited / released based on the action as determined under these guidelines.

1.15.3. EMD given by all unsuccessful tenderer shall be refunded normally within fifteen days from award of contract.

1.15.4. EMD shall not carry any interest.

1.15.5. Each bid shall be accompanied with a separate envelope carrying EMD, failing which the bid will be liable to be rejected.

1.15.6. Bidders may please note that “One Time EMD” provision stands deleted. Hence, bidders who have deposited Rs. 2 Lakh as ‘One Time EMD’ with BHEL are also required to submit the requisite amount of EMD.

1.16. SECURITY DEPOSIT:

1.16.1. Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract. The total amount of security deposit will be 5% of the total contract value. Upon acceptance of tender, the successful bidder must submit the security deposit in any of the following forms:

- i) Cash (as permissible under the extant Income Tax Act);
- ii) Local cheque of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL;
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. Proforma of bank guarantee in lieu of security deposit is enclosed at **Annexure-G**;
- iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL);
- v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).

- 1.16.2. **COLLECTION OF SECURITY**: At least 50% of the required Security Deposit, including the EMD, shall be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.
- 1.16.3. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.
- 1.16.4. The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, at the discretion of BHEL.
- 1.16.5. The security deposit shall not carry any interest.
- 1.16.6. EMD of successful tenderer will be retained as part of Security Deposit.
- 1.16.7. The validity of Security Deposit shall be **initially up to the validity of contract + six months**, and the same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by BHEL.
- 1.16.8. BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts of successful bidder with BHEL.
- 1.16.9. **RETURN OF SECURITY DEPOSIT**: Security Deposit shall be refunded / Bank Guarantee(s) will be released to the Contractor upon fulfilment of all the contractual / statutory obligations or after 06 (six) months from the date of completion of the contract whichever is later, after deducting all expenses / other amounts due to BHEL under the contract.
- 1.16.10. **BANK GUARANTEES**: Wherever Bank Guarantee is to be furnished / submitted by the Contractor, the following shall be complied with
- i) Bank Guarantee shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act.
 - ii) The Bank Guarantee shall be as per prescribed formats.
 - iii) It is the responsibility of the contractor to get the Bank Guarantee revalidated / extended for the required period, as per the advice of BHEL. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantee.
 - iv) In case the Bank Guarantee is not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned contractor.
 - v) Bidders to note that any corrections to Bank Guarantee shall be done by the issuing Bank, only through an amendment in an appropriate non-judicial stamp paper.

1.17. Bank Account Details for submission of EMD/ Security Deposit through electronic fund transfer mode.

NAME OF THE COMPANY	BHARAT HEAVY ELECTRICALS LTD
ADDRESS OF THE COMPANY	TRANSMISSION BUSINESS GROUP, 5TH FLOOR, TOWER A ADVANT NAVIS IT BUSINESS PARK, PLOT NO. 7, SECTOR-142, EXPRESSWAY NOIDA, NOIDA - 201305 (U.P.)
NAME OF BANK	HDFC BANK
NAME OF BANK BRANCH	ARERA COLONY, BHOPAL
CITY	BHOPAL
ACCOUNT NUMBER	00620320000021
ACCOUNT TYPE	CASH CREDIT
IFSC CODE	HDFC0000062
MICR CODE	462240002

1.18. REJECTION OF BIDS

- 1.18.1. BHEL reserves the right to accept or reject any of the bid / all bids with or without deviation or cancel / withdraw the invitation for bid without assigning any reason whatsoever and in such case bidder shall have no claim arising out of such action by BHEL. The acceptance of bid will rest with BHEL, not binding itself to accept the lowest tender.
- 1.18.2. BHEL also reserves the right to cancel the tender at any stage due to any administrative / internal reasons; whatsoever and in such case bidder(s)/successful bidder shall have no claim arising out of such action by BHEL.
- 1.18.3. Unsolicited bids, bids which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.
- 1.18.4. If a bidder who is a proprietor expires after the submission of his bid or after the acceptance of his bid, BHEL may at their discretion, cancel such a bid. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character.
- 1.18.5. If the bidder deliberately gives wrong information in his bid, BHEL reserves the right to reject such bid at any stage or to cancel the contract if awarded and forfeit the Earnest Money/Security Deposit/any other money due.
- 1.18.6. Canvassing in any form in connection with the bids submitted by the Bidder shall make his offer liable to rejection.
- 1.18.7. In case the Proprietor, Partner or Director of the Company/Firm submitting the tender, has any relative or relation employed in BHEL, the authority inviting the tender shall be informed of the fact along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money / Security Deposit.

- 1.19. "The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.

Integrity commitment, performance of the contract and punitive action thereof:

COMMITMENT BY BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

COMMITMENT BY BIDDER/ SUPPLIER/ CONTRACTOR: The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on <http://www.bhel.com> and/or under applicable legal provisions".

- 1.20. The Bidder(s) along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
- 1.21. No bidder shall be permitted to tender for work in BHEL in which any of their near relatives is an employee connected with the award and execution of the contract. They shall also intimate the name of persons who are working with them in any capacity or subsequently employed by them and who are near relatives of any employee of the BHEL. Any violation of this condition which comes to the notice of BHEL after the contract is awarded will entitle the BHEL to treat the contractors as having committed a breach of contract and to exercise all the rights and remedies available to the BHEL on account thereof.

1.22. PROVISIONS FOR MICRO AND SMALL ENTERPRISES (MSEs)

Any Bidder falling under MSE category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.

Type under MSE	SC/ST owned	Women owned	Others
Micro			
Small			

Note: - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.

- 1.22.1. MSE suppliers / bidders can avail the intended benefits only if they submit along with the offer, attested copies of either Udyog Aadhaar or EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate (format enclosed as **Annexure-F**) where deemed validity of EM-II certificate of five years has expired applicable for the last audited financial year (latest Audited). Date to be reckoned for determining the deemed validity will be the last date of Bid submission (Part -1 in case of two part bid). Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if any deficiency in the above required documents are not submitted along with offer before price bid opening.
- 1.22.2. **MSEs shall be exempted from payment of earnest money deposit at the time of bid submission. However, there is no exemption of security deposit submission.**
- 1.23. **RISK & COST:** This clause, in line with other Conditions of Contract will be invoked in any of the following cases. In such an event, it shall be obligatory on the part of Contractor to make good any loss suffered by BHEL. In such cases, BHEL shall withhold bills, Security Deposit, etc. of the Contractor, which are pending either at BHEL-Corporate Office or any other Unit of BHEL. Wherever Risk purchase clause (amounting to more than 5% of contract value) is invoked, action shall be initiated as per relevant clause of “Guidelines for suspension of business dealings with Suppliers / Contractors” which is uploaded on BHEL website www.bhel.com. To know the implications of suspension, the bidder may see aforesaid guidelines.
 - 1.23.1. Contractor’s/ supplier’s poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution.
 - 1.23.2. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
 - 1.23.3. Non completion of work/ Non-supply by the Contractor/ supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/ supplier.
 - 1.23.4. Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier.
 - 1.23.5. Assignment, transfer, subletting of Contract without BHEL’s written permission resulting in termination of Contract or part thereof by BHEL.
 - 1.23.6. Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.

#In-case inputs from BHEL/Customer are likely to be delayed or are actually delayed, this delay may also be taken into account while considering balance period available for execution of Contract.
- 1.24. The bid submitted by a techno commercially qualified bidder(s) shall become the property of BHEL who shall be under no obligation to return the same to the bidder. However unopened price bids and late bids shall be returned to the bidders.

- 1.25. Any discount/ revised offer submitted by a bidder on its own shall be accepted provided it is received on or before the due date and time of offer submission (i.e. Part-I bid). The discount shall be applied on pro-rata basis to all items unless specified otherwise by the bidder. Unsolicited discounts/ revised offers given after Part-I bid opening shall not be accepted.
- 1.26. In case there is no change in the technical scope and/ or specifications and/ or commercial terms & conditions, the bidder/s shall not be allowed to change his/ their price bids after the due date, within the validity period.
- 1.27. In case of changes in scope and/ or technical specifications and/ or commercial terms & conditions, having price implications, techno-commercially acceptable bidders shall be asked by BHEL (after freezing the scope, technical specifications and commercial terms & conditions) to submit the impact of such changes on their price bid. A suitable cut-off date and time should be given to all the techno-commercially acceptable bidders to submit the impact on their price bids.
- 1.28. In the event of any bidder, after finalizing the technical specification & scope of work, opting to revise and submit their latest price bid instead of submitting impact on their price bid asked by BHEL, then their original price (i.e. the previous bid) shall also be opened to know the price impact.
- 1.29. BHEL shall not be responsible for any expense incurred by bidders in connection with the preparation & delivery of their bids, site visit, participating in the discussion and other expenses incurred during the bidding process.
- 1.30. The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work. All the terms & conditions mentioned in this tender document shall form a part of the Contract-Agreement, which shall be executed between the successful bidder and BHEL.
- 1.31. The Contractor will be abiding to execute the work assignments on job contract basis strictly in accordance with the terms and conditions of the tender documents.
- 1.32. The Contractor will be responsible for the quality of the job and will immediately rectify the deficiency pointed out in the job performed.
- 1.33. **SUBLETING:** The Contractor should not sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL. The Contractor is solely responsible to BHEL for the work awarded to him.
- 1.34. **INCIDENTS RESULTING IN TERMINATION OF CONTRACT:** Following incidents will be considered as reason for both; imposition of penalties being in the nature of liquidated damages for breach of contract and may also attract termination of contract prior to its conclusion and the completion of the services assignment as the case may be.

S. No.	Incident
a.	In the event of external factors (like natural disasters) which are beyond the control of the Contractor or BHEL.
b.	BHEL reserves the right to terminate by prior written notice, the whole or part of the contract. The notice of termination shall specify that termination be for BHEL's convenience, the extent to which performance of work under the contract is terminated and the date on which such termination becomes effective.
c.	In the event of Failure/inability of one party or the other.

d.	Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the accepting officer shall have the option of terminating the contract without compensation to the contractor's authorized survivors.
e.	In the event of cancellation of any of the licenses or statutory permissions required for carrying out the services.
f.	In case, the personnel deployed by the Contractor found to have indulged in any criminal activity in BHEL premises.
g.	In case of any misrepresentation while claiming the payment.
h.	In case of non-compliance of any statutory obligations (as stated in this tender document) by the Contractor during the execution of Contract, may results into termination of Contract. In addition to the above, the Contractor shall also be liable for the penalties provided under the respective statute.
i.	In case of repeated violation of any of the terms of the agreement despite giving warnings on different occasions.
j.	If the Contractor fails to deliver any or all of the services within the time period(s) specified in the Contract, or any extension thereof granted by BHEL;
k.	If Contractor fails to perform any other obligation under the Contract;

- 1.34.1. The grounds mentioned hereinabove are not exhaustive but merely illustrative. BHEL reserves its rights to terminate the Contract (in whole or in part) at any time in the event the Contractor has contravened any provision of the Contract or any other legal requirement or due to repeated/habitual non-adherence to the qualitative, quantitative and time requirements stipulated in the Contract after giving a notice of 30 days for rectification of the same. If the Contractor has not rectified/ corrected the deficiencies stated in the written notice issued by BHEL, within the period of 30 days from the date of issue of notice, then the Contract may be terminated by BHEL by giving a written communication to the Contractor.
- 1.34.2. In the event of the termination of the Contract for any reason whatsoever, BHEL's liability shall only extend to making payment to the Contractor of the Contract Price accruing (prorated, if necessary) up to the date of termination for actual services rendered by the Contractor after making all deductions that BHEL is entitled to make pursuant to provisions of this Contract. BHEL shall not have any liability to pay to the Contractor any compensation or reimburse any costs incurred by the Contractor and the Contractor hereby waives any claim for compensation for losses/damages and/or reimbursement of costs.
- 1.35. **RECOVERY FROM CONTRACTOR:** Whenever under the contract, any sum of money shall be recoverable from or payable by the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or under any other contract with BHEL or from his security deposit, or the contractor shall pay the claim on demand without any terms & conditions.
- 1.36. **POST TECHNICAL AUDIT OF WORK & BILLS:** BHEL reserves the right to carry out a post payment audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc. and to enforce recovery of any sums becoming due as a result thereof in the manner provided into the proceeding sub-paragraph provided however, that no such recovery shall be enforced after three years of passing the final bill.
- 1.37. **SECRECY OF CONFIDENTIAL INFORMATION:** The bidder(s)/contractor agree & acknowledge that in the course of their discussions and interaction, BHEL may disclose information of confidential proprietary nature relating to its business, products, know-how, technology, customers, employees and financial to the bidder(s)/contractor. Such information shall be

considered as confidential. The contractor agrees to keep it confidential & secret at all times and not directly or indirectly disclose to any party other than its employees and authorized personnel's strictly on a need know basis, without the prior written permission of BHEL.

SETTLEMENT OF DISPUTES:

- 1.38. CONCILIATION:** If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, execution, effect, interpretation or breach of the Contract, which the Parties are unable to settle mutually, arise inter-se the Parties, the same may be referred by either Party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority from the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration & Conciliation Act, 1996 or any statutory modification thereof and as provided in the BHEL Conciliation Scheme as applicable from time to time.

1.39. ARBITRATION:

- 1.39.1. In case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by BHEL .

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be **NOIDA**.

The cost of arbitration shall be borne as per the award of the Arbitrator.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

- 1.39.2. In case of order/contract on Public Sector Enterprises (PSE) or a Govt. Deptt., the following clause shall be applicable: -**

In the event of any dispute or difference relating to the interpretation and application and execution of the Contract, such dispute or difference shall be resolved amicably by mutual discussions. In case of disputes not resolved by mutual discussions, these shall be referred by either parties for resolution of CPSES Disputes (AMRCD) as mentioned for in Department of Public Enterprises (DPE) Office Memorandum Ref. No. F. No. 4 (1)/2013-DPE(GM)/FTS- 1835 dated 22.05.2018dated 22.05.2018 as amended.

1.40. APPLICABLE LAWS AND JURISDICTION OF COURTS: Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the Contract including Arbitration proceedings. Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract shall lie only in the court of competent civil jurisdiction in this behalf at **NOIDA** and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

1.41. DEFAULT/BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE

1.41.1. If the Service Provider / Contractor fails to provide the required services as per the Contract / fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply / provide goods / services or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Seller/Contractor(Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/Contractor(Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores not so delivered or others of a similar description where stores exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Contractor(Service Provider) and the Seller/Contractor(Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Contractor(Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor (Service Provider) shall on no account be entitled to any gain on such repurchases.

1.41.2. Cost of the purchases/service made by the Purchaser/Service taker at the risk and cost of the seller/Contractor (Service Provider) shall be worked out after levying 30% overheads as departmental charges on the cost of materials / services so purchased/hired.

1.42. FORCE MAJEURE: A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an Act of God (like a natural calamity) or events such as war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when

prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. There may be a FM situation affecting the purchase organization only. In such a situation, the purchase organization is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.

Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

- 1.43. **DEVIATIONS:** Deviations, if any, may be indicated in format enclosed at **Annexure-A**. Deviation mentioned elsewhere in the offer/tender shall not be considered. BHEL reserves the right to accept or reject the deviation sought. bidder may note that bid shall be in full compliance to the requirements of bidding document, failing which bid shall be considered as non-responsive and may be liable for rejection.
- 1.44. **AGREEMENT TENURE & CONTRACT PERIOD:** The contract will commence on the date as applicable against the contract/agreement and will remain in force for a period of twenty-four months which can be further extended on the same terms and conditions on the mutual agreement between BHEL and the Contractor on satisfactory performance of the Contract as will be decided later. However, this Agreement shall be liable for termination earlier by the BHEL at any time by giving minimum 30 days' notice to the Contractor without assigning any reason therefore and without prejudice to the rights of BHEL to recover any amount becoming due under this Agreement.
- 1.45. Lowest "Service Charge" received against the Tender need not be acceptable to BHEL and in that case BHEL would not consider the same for Award of Contract. BHEL would negotiate or re-float the Tender if L-1 price is not the lowest acceptable price to them inter-alia other reasons.
- 1.46. **BHEL reserves the right to verify pre-qualifying credentials of the Bidder. BHEL also reserves the right to cross-check / verify the genuineness of the documents submitted along with the offer by the bidder. At any stage, BHEL may also ask for original documents and bidder / contractor has to submit the same. If at any stage, the document(s) submitted by bidder / contractor is/are found incorrect/ false, the necessary action will be taken by BHEL against the bidder/contractor as per extant guidelines / policies / terms & conditions of this tender.**
- 1.47. **No Claim Certificate:** The Contractor shall not, be entitled to make any claim, whatsoever, against BHEL under or by virtue of or arising out of this contract nor shall BHEL entertain or consider any such claim after Contractor shall have signed a "no claim certificate (**WAM 10**)" in favour of BHEL in such forms as shall be required by BHEL after the works are finally accepted or finalization of Contract.
- 1.48. **Clarification of Bids:** During evaluation of bids, BHEL may, at its own discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing over e-mail. If the response to the clarification is not received before the expiry of deadline prescribed in the request/e-mail, BHEL reserves the right to make its own reasonable assumptions at the total risk and cost of the bidder. Also seeking clarification does not mean bidder's bid has been accepted.

- 1.49. The performance of the services will be continuously evaluated by the designated committee/user groups nominated by BHEL.
- 1.50. **Liasoning with local and state authorities:** Service Provider will co-ordinate with state and local authorities for the work being done by it, as needed.
- 1.51. **Value Engineering for better services and Cost Reduction:** Service Provider will use the expertise it has to suggest ways and means of improving the services and reducing cost.
- 1.52. **Reporting:** Service Provider will submit the Daily, Weekly, Monthly, Quarterly, Half-Yearly and Annual Reports as per the formats discussed and decided between BHEL and Service Provider. These Formats will be submitted by Service Provider within 1 week of commencement of Services at BHEL and will be finalized within one week from submission.
- 1.53. **Due Diligence:** The Bidder is expected to examine all instructions, forms, terms & specifications in the bidding document. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.
- 1.54. **Reverse Auction:-**
BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.
Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).
The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

SECTION-IISPECIAL TERMS & CONDITIONS OF TENDER**2. SPECIAL INSTRUCTION TO BIDDERS:**

- 2.1. STATUTORY OBLIGATIONS / COMPLIANCES / REQUIREMENTS:** Contractor shall comply with all the statutory requirements, rules, regulations, notifications in relation to employment of his employees, issued from time to time by the concerned authorities. The Contractor shall duly comply with all Acts, Laws, or other Statutory rules, regulations, bye-laws applicable or which might be applicable to NOIDA with regard to the performance of the work assignments included herein or concerning this Agreement but not limited to THE CONTRACT LABOUR (REGULATION & ABOLITION) ACT-1970 AND THE RELATED RULES, THE MINIMUM WAGES ACT-1948 AND THE RELATED RULES, THE PAYMENT OF WAGES ACT-1936 AND THE RELATED RULES, THE FACTORIES ACT -1948, THE EMPLOYEES' PROVIDENT FUND & MISCELLANEOUS PROVISIONS ACT 1952, EMPLOYEES' DEPOSIT LINKED INSURANCE (EDLI) SCHEME-1976, EMPLOYEES' PENSION SCHEME-1995, EMPLOYEES' STATE INSURANCE ACT-1948 (TO THE EXTENT AS MAY BE APPLICABLE, IF ANY), THE EMPLOYEES COMPENSATION ACT 1923 (TO THE EXTENT AS MAY BE APPLICABLE, IF ANY), PAYMENT OF BONUS ACT-1965, PAYMENT OF GRATUITY ACT-1972, INTER-STATE MIGRANT WORKMEN (REGULATION OF EMPLOYMENT & CONDITIONS OF SERVICE) ACT-1979, EQUAL REMUNERATION ACT-1976, INDUSTRIAL EMPLOYMENT (STANDING ORDER) ACT-1960, THE INDUSTRIAL DISPUTES ACT-1947, THE SEXUAL HARASSMENT OF WOMEN AT WORKPLACE (PREVENTION, PROHIBITION AND REDRESSAL) ACT-2013, INCOME TAX ACT (WITH SPECIAL REFERENCE TO TDS U/S 192 TO 195 OF THE ACT), GST ACT-2017, CHILD LABOUR (PROHIBITION AND REGULATION) ACT, 1986, AND RULES, U.P DOOKAN AUR VANIJYA ADHISHTHAN ADHINIYAM, 1962, MATERNITY BENEFIT ACT, 1961, INTER-STATE MIGRANT WORKMEN ACT, 1979, THE CODE ON WAGES, 2019 and the amendments made thereafter to these Acts/ Laws and from time to time take such steps as may be deemed necessary in this regard. Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him. Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and also provide a copy of the same to BHEL.
- 2.2. DEATH CUM ACCIDENTAL INSURANCE POLICY:** The Contractor shall necessarily buy death cum accidental insurance (24x7) policy for all of his workforce to be deployed under the contract before the start of work. No workforce should enter the BHEL-premises or working area without insurance cover. Copy of the Insurance Policy to be necessarily submitted by the Contractor in the first month itself of start of the contract. The coverage shall be of Rs. 5.00 Lakhs per individual. The sum assured (₹5.00 Lakhs) shall become payable to the nominee/legal heir in the event of death due to accident of insured person. In the event of death of any member of workforce deployed by the contractor without proper insurance cover, the contractor shall be liable to pay Rs.5.00 Lakhs to the nominee/ legal heir of such deceased member of workforce. Accident Insurance Scheme which will be a one-year cover, renewable from year to year, offering accidental death & disability on account of an accident. The Contractor will be responsible to pay the premium per annum per member for all the workforce during the contract. The Contractor must submit documentary evidence to show coverage of all the workforce under the above mentioned insurance scheme at all times during the validity of contract.

- 2.3. The bidder(s) have to assess the premium of insurance cover for the entire contract period. Bidders should include the impact of cost of insurance cover in their quote (i.e. Service Charge) itself.
- 2.4. The Contractor will have full and exclusive liability for Wages, PF, ESI, Bonus, Insurance, Uniform etc.; for all the personnel deployed by the Contractor and other obligation referred under the law now and thereafter imposed by the Government / Local Bodies. The Contractor shall be fully responsible for the timely payment of wages, provident fund, bonus or any other benefits payable under the aforesaid Acts, Laws and regulations to the Workforce engaged by him at the work premises of the BHEL. BHEL shall not be responsible for these payments or any other liability on this account. The Contractor shall also indemnify and compensate BHEL for any liability incurred by BHEL, if any, including costs incurred thereon. In that event. the nominated officer of BHEL shall be entitled to recover the amount so paid, from the contractor, including forfeiture of the Security Deposit; and, if the sum so payable and / the Security Deposit is less than BHEL's claim, it shall be lawful for BHEL to recover the balance amount as a debt from the Contractor.
- 2.5. BHEL will have no liability whatsoever concerning the workforce deployed by the Contractor for the purpose. Contractor will ensure that the job is executed through his workforce on his rolls and under no circumstances the contractor will deploy any casual workforce to carry out the job nor shall sub-contract the job. Contractors are advised that workforce must be employed without any discrimination on caste or creed basis. Whenever it comes to notice that undue influence (external) is exerted to appoint select workforce, the Contractor shall report the same immediately, with necessary details, to Work Order issuing authority. Any complaints received regarding workforce exploitation (i.e. non-compliance of labour laws, release of less payment/perks, delay in payment etc.) shall be viewed very seriously and necessary action, as deemed fit, shall be initiated against the Contractor. Contractor to take due care of this aspect during execution of the Contract.
- 2.6. Continuation of the Contract shall be based on the performance of the Contractor. The following parameters shall inter-alia be considered while evaluating performance of the contractor like Timely rendering of services; Quality of works/services; Compliance with statutory requirements; Safety consciousness; Maintenance of staff in proper uniform, Timely payment of wages, and other terms & conditions of contract.
- 2.7. The Contractor shall perform the work assignments to the best satisfaction of BHEL. In case of continued unsatisfactory performance over a period of time by the Contractor, BHEL shall intimate the same in writing to the Contractor; however, if the performance of the contractor does not improve even thereafter, then, BHEL shall have the right to terminate the contract at the Contractor's risk and cost, by giving one month's notice. In addition, BHEL shall also have the right to forfeit in full, the Security Deposit deposited by the Contractor.
- 2.8. The Workforce deployed by the Contractor will have no right or claim for the permanent absorption in BHEL. In this connection, the contractor has to submit an affidavit duly signed by all the workforce deployed at BHEL.
- 2.9. CARE & TREATMENT: Contractor or his representative should be in regular touch with all his workforce during all work timings. If any member of workforce falls ill or suffers an accident / injury, the contractor or his authorized representative, shall immediately arrange to take him/her for proper medical care. Delay / ignoring will be treated as violation of contractual obligations. **Provisions of First Aid Facility should be provided & maintained by the Contractor so, as to be readily accessible during all working hours.**

Adequate arrangement shall be made for immediate recoupment of the equipment when necessary. In case, while on duty and during the course of engagement in work premises of BHEL under this Agreement, if any of the Contractor's Workforce meet (s) with any injury / indisposition due to accident or other natural calamities, the Contractor shall ensure that immediate and adequate medical aid viz., first -aid and subsequent treatment facilities are provided to the person(s) concerned free of cost without fail. In addition, the Contractor shall also be liable for meeting other statutory liabilities like ESI, Insurance etc. Contractor shall make every arrangement to render all the possible assistance to their workforce in such cases.

2.10. All the facilities required to be provided to workforce under Contract Labour (Regulation & Abolition), Act, 1970 shall be provided by the Contractor.

2.11. REGISTERS AND RECORDS AND COLLECTION OF STATISTICS: All registers and other records required to be maintained under various Labour Laws Rules, shall be maintained complete and up-to-date, and, unless otherwise provided for, shall be kept with Work Supervisor or the nearest convenient building within the precincts of the workplace or at a place within a radius of three kilometers. Such registers shall be maintained legibly in English and Hindi or in the language understood by the majority of the workforce. In case of any call seeking information or statistics in relation to contract labour at any time by an order in writing, the same should be provided without fail. The contractor shall maintain all Register(s); or alternative suitable Register(s) in lieu of any of the registers prescribed below, may be used with the previous approval of the Competent Authority in order to avoid duplication of work for compliance with the provisions of any other Act or the rules framed thereunder for any other laws or regulation or in cases where mechanized pay rolls are introduced for better administration.

2.11.1 Contract Labour (Regulation & Abolition), Act, 1970 & Payment of Wages Act, 1936:

- Employee Register in FORM- A.
- Wage Register in FORM- B.
- Register of Loan / Recoveries in FORM- C
- Attendance Register in FORM- D.
- Employment Card in FORM - XII
- Copies of Wage Slips in FORM - XIX.
- Copies of Half-Yearly Returns in in FORM - XXIV.

2.11.2 Employee State Insurance Act, 1948:

- Register of employees in FORM-6
- Accident Book in FORM-11

2.11.3 Employees Provident Fund & Miscellaneous Provisions Act, 1952: The Contractor has to maintain the Eligibility Register and Online Returns submitted in compliance to Para 36B of the EPD Scheme 1952. Copies of Nomination cum Declaration prescribed under the Payment of Wages Act 1936, The Employees Provident Fund & Miscellaneous Provisions Act 1952, and The ESI Act 1948.

2.11.4 The Payment of Bonus Act, 1962:

- Register showing the details of the amount of bonus due to each of the contract workers, the deductions under Sections 17 and 18 and the amount actually disbursed, in **FORM- C**.
- The contractor shall send a return in **FORM - D** to the Inspector so as the reach him within 30 days after the expiry of the time limit specified in Section 19 for payment of Bonus.

2.11.5 The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017:

Ministry of Labour & Employment has since notified "Ease of Compliance to maintain Registers under various Labour Laws Rules, 2017" on 21st February 2017 which has in effect replaced the 56 Registers/Forms under 9 Central Labour Laws and Rules made thereunder in to 5 common Registers/Forms. This will save efforts, costs and lessen the compliance burden by various establishments. These Rules are available on the Website of this Ministry at the link below: <http://labour.gov.in/whatsnew/ease-compliance-maintain-registers-under-various-labour-laws-rules-2017>

- Employee Register - FORM A.
- Wage Register - FORM B.
- Register of Loan/Recoveries - FORM C.
- Attendance Register - FORM D.

- 2.12. RETURNS UNDER LABOUR LAWS:** The Unified Shram Suvidha Portal, developed by Government of India, facilitates reporting of inspections & submission of Returns and has also been envisaged as a single point of contact between employer, employee and enforcement agencies bringing in transparency in their day-to-day interactions. For integration of data among various enforcement Agencies, the Contractor, as an inspectable unit, is required to register and obtain Labour Identification Number (i.e. LIN) from Shram Suvidha Portal and submit the same in BHEL. Single Online Common Annual Return under 9 Central Labour Acts {(1) *Payment of Wages Act, 1936* (2) *Minimum Wages Act, 1948* (3) *Contract Labour (Regulation and Abolition) Act, 1970* (4) *Maternity Benefit Act, 1961* (5) *Building and Other Construction Workers (Regulation of Employment and Condition of Service) Act, 1996* (6) *Payment of Bonus Act, 1965* (7) *Inter-State Migrant Workmen (Regulation of Employment and conditions of Service) Act, 1979* (8) *Industrial Disputes Act, 1947* (9) *The Mines Act 1952*} has been made operational on Shram Suvidha Portal since 24th April 2015 to facilitate filing of simplified Single Online Return by the establishments instead of filing separate Returns, under the Various Acts and same shall be duly filed by the contractor with a copy to BHEL. The Contractor shall submit annual returns in Form-6A and Form 3A, prescribed under statutory EPF scheme, 1952 and annual returns in Form-6 prescribed under ESI Act, in respect of all the workforce (wherever applicable) deployed by him with a copy to BHEL.
- 2.13.** The contractor shall comply with all norms stipulated by BHEL such as gate passes, discipline & decency at and around the work site etc.
- 2.14.** No excuses for hindrance viz. jungle, extreme weather condition, non-availability of workforce, non-availability of funds etc. will be entertained for not completing the work during the entire contract period.
- 2.15.** The Contractor shall indemnify and compensate BHEL, if BHEL as Principal Employer under the Contract Labour (Regulation and Abolition) Act, 1970 becomes liable to assume any liability towards the workforce engaged by the contractor. In that event, the provisions relating to recover as provided in relevant clauses of the said Act shall be applicable in toto.
- 2.16. CONDUCT:** Contractor shall behave properly with the dealing officials of BHEL and shall not use baseless or unparliamentary word or language in verbal/written communications against any officials of BHEL. Such act on part of the contractor, the same shall be viewed seriously by BHEL and suitable action, as deemed fit, shall be taken by BHEL. The Proprietors/director(s)/ authorized representative(s) on behalf of Contractor shall visit the work premise of BHEL covered under this Agreement once in 15-days during the working hours and meet BHEL representative (an executive nominated by BHEL) as a matter of routine for maintaining regular contacts and ensuring effective coordination on all related issues of Agreements. The contractor shall not indulge in any form of coercion,

intimidation, threats, fake allegations acts which prevent / obstruct BHEL Officials in discharging their duties. If any discrepancy comes to notice in this respect on part of the contractor, the same shall be viewed seriously by BHEL and suitable action, as deemed fit, shall be taken by BHEL. The contractor shall not circulate any misleading papers / pamphlets / advertisements / any social media which are factually not correct / defamatory to officials or to BHEL.

- 2.17. BHEL will nominate representative (hereinafter called "the Company Representative") from among the Executive / Supervisor of the respective administration department for each work premise covered under this Agreement.
- 2.18. In the event of termination of contract for any reason whatsoever or on completion of contract, the contractor shall withdraw all his workforce from the establishment of BHEL. In case the contractor has to discontinue services of any workforce (due to any reason) deployed under this agreement at any of BHEL premise, he should settle all statutory dues/payments of such individual immediately. In case of failure to do so, necessary penal action shall be taken against the Contractor.
- 2.19. The Contractor will maintain an instruction book at job premises, serially numbered on each page, so that our visiting officers can issue instructions regarding progress and quality of job to the Contractor. The Contractor or the contractor representative will sign in the instruction book in token of receipt of and understanding of such instructions. Action taken on the instructions by the contractor or the contractor's representative shall be intimated to Officer-in-Charge or any other authorized representative of BHEL and their comment be recorded in the instruction book.
- 2.20. Successful bidder shall abide by all the rules / regulations / status imposed by the Govt. or other concerned authorities. The contractor will be responsible for workmen's compensation & other requirements of local Municipalities / Govt. or any other law regulating bodies.
- 2.21. Successful bidder shall have to execute "**Contract Agreement**" on a non-judicial stamp paper of Rs 100/- at **NOIDA-INDIA**, immediately after the issuance of LOI / Work Order. Payment will not be released if agreement is not signed & submitted. Proforma of Agreement is enclosed at **Annexure-H.**
- 2.22. **LABOUR LICENCE:** The Contractor shall have to obtain labour license {(as on date- *if the number of workforce deployed is more than 19*) from appropriate government (as on date Central Government)} by taking up the job on contractual basis under Contract Labour (Regulation and Abolition) Act-1970 and submit the copy of licence to BHEL within 15 days from the date of placement of Work Order / LOI. No contractor to whom Contract Labour (Regulation and Abolition) Act-1970 applies shall supply or engage contract labours in the establishment or undertake or execute the work through contract labour without a valid labour licence. In case the number of workforce desired to be deployed by the contractor against the contract during execution exceeds the number of workforce allowed in the license, then the contractor shall obtain prior amended valid labour license for the contract for the requisite number of workforce.
- 2.23. **IDENTITY:** The Contractor shall ensure that the Workforces engaged by him must wear & display ID-cards prominently on their uniform during their duty period (as the same duly endorsed by BHEL). Each Workforce shall also wear his name badge (to be issued by the contractor) while on duty. All the personnel so deployed will follow strictly the security regulations of the BHEL, in vogue from time to time.

- 2.24. **ISSUE OF PHOTO IDENTITY CARD:** Each workforce shall be issued a photo identity card, by the Contractor employing or engaging the workforce. Every workforce shall carry on his person the photo identity card issued and shall produce it on demand for inspection by BHEL.
- 2.25. **ATTENDANCE RECORD:** Attendance of the workforce deployed by the Contractor will be maintained by the Contractor and copy of such document duly signed & stamped by the Contractor shall be provided to BHEL. Contractor shall provide proper Biometric Employment cards for the contract workers to be deployed by him for Work/Services, duly signed by the contractor or authorized person on behalf of contractor. **Contractor is required to install Bio-Matric Attendance System to regulate attendance of the workforce engaged by them. Contractor shall provide proper Biometric Employment cards for the workforce to be deployed by him for Work/Services, duly signed by the contractor or authorized person on behalf of contractor. All the workforce deployed by the Contractor at work premises should also mark their attendance in the Bio-Matric Attendance System installed at BHEL premises. For the same, the Contractor should complete all formalities before deployment of workforce at work premises.** However, a physical attendance register (Muster-Roll) shall be also maintained by the concerned Work Supervisor of the Contractor at work premise for physical verification by BHEL / statutory authorities.
- 2.26. **CHARACTER VERIFICATION AND ANTECEDENCE:** The contractor should get the character / antecedence of all the workforce deployed by them at the work premises, verified by the Police Authorities before engaging & deploying them in BHEL premises. It is mandatory for the Contractor to Arrange / Apply for "On Line" Police Verification in respect of each individual deputed for BHEL on his own expenses and **submit Police Verification Report obtained from the Police Authorities in respect of each individual before deploying him/her for BHEL treating it as a mandatory requirement.** Please note that online application for Police Verification is to be made by the Contractor himself/themselves giving declaration that the individual in question is his/their own employee. Police Verification applied by the individual will not be accepted. **In case the contractor desires to change the Workforce deployed by him/her due to any reason or BHEL requires the Contractor to withdraw any workmen, the new incumbent (replacement) should be deployed with the clearance of BHEL, subject to verification as explained above.**
- 2.27. **WAGES:**
- 2.27.1. Components of Wages / Statutory Payments (i.e. Rates of Minimum Wages, Rates of Contribution by Employer & Employee towards EPF and ESI, Rates of Contribution by Employer towards Bonus, Number of Encashable Leaves etc.) are subject to amendments as & when promulgated from time to time by respective statutory authorities / appropriate government.
- 2.27.2. The Contractor will pay the minimum wages as per relevant provisions of Minimum Wages Act, 1948 (i.e. Respective State Govt. notified Minimum Wages) alongwith BHEL additional payment / cash component of ₹3200/-, ₹3700/- & ₹4100/- for Un-skilled, Semi-Skilled and Skilled Category of workforce respectively.
- 2.27.3. Increase of VDA as & when notified by **GOVT. OF UTTAR PRADESH** (subsequent to floating of this tender) be incorporated in the monthly wage calculation and any further increase of VDA will become the part of monthly consolidated wages.
- 2.27.4. All payments to the contractor's workforce (so engaged for deployment under this contract) shall be as per the terms of contract and as per details enumerated in **Annexure- L.**

- 2.27.5. Every contractor shall issue wage slips, to the workmen at least a day prior to the disbursement of wages. The Wage slip must bear the Contractor's name & logo etc. The 'Wage Slip' must also mention clearly the Name & ID of individual, all the wage components. Besides, UAN, PF Account No., ESI Account No., all other relevant details must also be mentioned on the 'Wage Slip'. **The Contractor will be responsible for Maintenance of records / exhibiting of notices / issue of wage slips etc.**
- 2.27.6. The contractor shall fix wage periods in respect of which wages shall be payable.
- 2.27.7. No wage period shall exceed one month.
- 2.27.8. Where an any member of Contractor's workforce deployed at BHEL-premises has been— (i) removed or dismissed from service by the Contractor; or (ii) retrenched or has resigned from service, the wages payable to him shall be paid by the Contractor within two working days of his removal, dismissal, retrenchment or, as the case may be, his resignation.
- 2.27.9. All payments of wages shall be made on a working day and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.
- 2.27.10. Notwithstanding anything contained in any other law for the time being in force, there shall be no deductions from the wages of the employee, except those as are authorized under the code for payment of wages.
- 2.27.11. An executive nominated by BHEL shall record under his signature a certificate at the end of the entries in the Register of Wages or the [Register of Wages-cum-Muster Roll] as the case may be, in the following form: "*Certified that the amount shown in column No. ... has been paid to the workman concerned on at*"
- 2.27.12. **MODE and TIME FOR PAYMENT OF WAGES:** The Contractor shall make the disbursement of wages to all the workforce in a suitable applicable mode (**primarily by electronic mode**) but strictly not in cash and inform BHEL electronically the amounts so paid along with their respective mode of transaction. The contractor shall adopt & promote digital payments (NEFT/RTGS) as these are transparent, less time consuming, user-friendly & convenient mode of payment. Opening of bank account or making the payment of wages in their existing /new bank account is the responsibility of Contractor itself. All wages shall be paid in current coin or currency or in both. The Contractor shall fix wage periods in respect of which wages shall be payable. No wage period shall exceed one month. **The contractor shall pay or cause to be paid wages to their workforce (deployed at BHEL-premises), engaged on monthly basis, before the expiry of the seventh day of the succeeding month. Any delay on this account (i.e. delay in disbursement of monthly wages) may results into penalty or termination of Contract.**
- 2.28. **BONUS:** The contractor shall be liable to pay statutory bonus under **THE PAYMENT OF BONUS ACT 1965** or any other law time being enforced and submit proof of disbursement of bonus. The contractor shall ensure the payment of Min. Bonus @ 8.33% as per Payment of Bonus Amendment Act 2015. Same is applicable for the Wages up to ₹21,000/-. As per Bonus Amendment Act-2015, bonus is to be computed on ₹7,000/- or the minimum wage for the scheduled employment, as fixed by the Appropriate Government, whichever is higher. The contractor shall strictly comply with the provisions of **THE PAYMENT OF BONUS ACT 1965** and **THE PAYMENT OF BONUS AMENDMENT ACT-2015**. The Contractor has to disburse the payment of Bonus to their workforce within a period of eight months from the close of the accounting year. and submit proof of payment of bonus in **Form-C**

and **Form-D** under the Act to BHEL. Payment against Min. Bonus shall be made to the contractor when the contractor submits proof of such payment at the end of one accounting year i.e. annual basis (and not with every monthly bill).

- 2.29.** The Contractor shall comply with the provisions of the **PAYMENT OF WAGES ACT, 1936** or any other law time being enforced in respect of all workforce employed by him in the services/works. If in compliance with the terms of the contract, the Contractor shall supply any workforce to be used wholly or partly under the direct orders and control of BHEL whether in connection with the works to be executed hereunder or otherwise for the purpose of BHEL, such workforce shall nevertheless be deemed to comprise persons employed by the contractor and any moneys which may be ordered to be paid by BHEL shall be deemed to be money payable by BHEL on behalf of the Contractor and BHEL may on failure of the Contractor to repay such money to BHEL deduct the same from any money due to the Contractor in terms of the contract. BHEL shall be entitled to deduct from any money due to the contractor (whether under this contract or any other contract) all money paid or payable by BHEL by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of BHEL upon any question arising out of the effect or force of this Clause shall be final and binding upon the Contractor.
- 2.30. EPF:** The Contractor shall comply with the provisions of **EMPLOYEES PROVIDENT FUND SCHEME, 1952; EMPLOYEES' PENSION SCHEME, 1995; AND EMPLOYEES DEPOSIT LINKED INSURANCE SCHEME, 1976;** as modified from time to time through enactment of **EMPLOYEES PROVIDENT FUND & MISCELLANEOUS PROVISIONS ACT, 1952**, wherever applicable and shall also indemnify BHEL from and against any claims under the aforesaid Act and the Rules. The Contractor should allot PF account number and get the nomination form, duly filled in, from each member of workforce deployed by him at the time of joining. Each member of workforce must have his/her Provident Fund KYC completed and his respective UAN must have been allocated. All the Workforce must possess "**UAN CARD**" having an active UAN (Universal Account Number) so that they can avail all the intended benefits of EPF. The contractor shall deposit Employees and Employer Contributions in the designated accounts with the designated authority for each wage month. After termination of contract or on completion of contract, the contractor shall provide due assistance to their workforce for withdrawal of PF/Pension amount, when due. The Contractor shall liaison with the PF officials to get the annual PF slips and distribute amongst their own workforce.
- 2.31. ESI:** The contractor shall strictly comply with the provision of **EMPLOYEES' STATE INSURANCE ACT-1948** (to the extent as may be applicable, if any). The Contractor should allot ESI account number and get the nomination form, duly filled in, from each member of workforce deployed by him at the time of joining. At the time of joining, the contractor shall get the self / family registration form filled by each member of workforce and submit to the local ESI office. All eligible Workforce must possess "**ESIC SMART PEHCHAN CARD**" so that they can avail medical & other intended benefits of ESIC. The contractor shall facilitate collection of issued ESI cards by his workforce.
- 2.32.** In lieu of ESI *{for those set of workforce who are or will be outside the coverage of ESI, if any}*, a comprehensive Insurance Policy for meeting the liability under Employees Compensation Act & Medical Coverage for the worker and dependent family members within the same allocable ESI cost will be taken by the contractor and it shall be voluntary for respective workforce.
- 2.33.** As per the **PAYMENT OF GRATUITY ACT, 1972**, "*completion of continuous service of five years is not necessary where the termination of the employment of any employee is due*

to death or disablement” and hence payment for gratuity in such case during the currency of the contract will be paid to the contractor on submission of copy of proof of disbursement of gratuity payable to his employee. In case of death of the employee of the contractor, gratuity payable to deceased employee shall be paid by the contractor to his nominee or, if no nomination has been made, to his heirs, and where any such nominees or heirs is minor, the share of such minor, shall be deposited with the Controlling Authority. Nomination form as prescribed under Payment of Wages Act must be kept on record and should be considered for extending benefit by the Contractor.

2.34. CONTRACTOR TO ENGAGE WORKFORCE BELONGING TO SCHEDULED CASTES AND WEAKER SECTIONS OF THE SOCIETY: While engaging & deploying the workforce, Contractors are required to make efforts to provide opportunity of employment to the people belonging to Scheduled Castes and weaker sections of the society also in order to have a fair representation of these sections.

2.35. Online Electronic Cum Challan Receipt (ECR) is available for both EPFO and ESIC independently. Filing & Payment of contribution is also online with no requirement of any paper document. Establishments can also online file a common Electronic Cum Challan Receipt (ECR) for both EPFO and ESIC on Shram Suvidha Portal.

2.36. The contractor should ensure / check that if your new joining employee (if any) was earlier working & issued with any UAN / ESI Card, if so, insert his details (old) in your portal otherwise register your new workforce immediately.

2.37. The contractor shall also update mobile/telephone/e-mail/family details/ KYC etc. particulars of all workforce in the EPFO & ESIC portals to enable them to avail all the intended benefits under EPF and ESIC schemes. This will also help statutory authorities in approaching workforce to deliver services/advice quickly.

2.38. The Contractor shall immediately at the time of employment / deployment of any workforce, inform the individual of his rights / benefits (under EPF / ESI etc. schemes) & duties, in writing as well as through electronic means, in English or Hindi or in the official language of the area of deployment, as may be understood by the individual.

2.39. The Contractor has to mandatorily provide comprehensive day-long training for the awareness of labour laws, benefits under various Social Security Schemes, grievance Redressal mechanism, duties, scope of work, safety & health measures, BHEL's security rules & regulations, any other provisions applicable to his workforce deployed by him at BHEL premises under this contract. The Contractor has to submit documentary proof / evidence (alongwith first bill) to BHEL having conducted such a training to all the workforce.

2.40. WORKING DAYS / HOLIDAYS / LEAVE:

All the workforce must be allowed at least one whole day of rest / weekly-off for every six continuous working days. No deduction shall be made by the Contractor from the wages of any workforce on account of “**Weekly-Off**” or “**close days i.e 2nd & last Saturday of the calendar months**” or “**National Holidays**” or “**BHEL Holidays**”.

Workforce deployed by the Contractor shall be required to work normally on all working days for **8 ½ Hrs. with a break of half-an-hour after every 04 Hrs.**

The Contractor's workforce shall also be entitled to leave in each calendar year as admissible under **U.P DOOKAN AUR VANIJYA ADHISHTHAN ADHINIYAM, 1962** viz., (i) earned leave for not less than 15 days for every twelve months of continuous employment; (ii) sickness leave for not less than 15 days in any one calendar year subject to six months

of continuous employment; (iii) casual leave for not less than 10 days in any one calendar year. Contractor will make payment / disbursement of leave-salary on account of un-availed leaves (out of above mentioned 15 earned leave) to his workforce on at the end of calendar year or contract period. Any leave availed in excess of limits specified above should be without pay.

- The Contractor shall be responsible for strictly complying rules on weekly off /Leave / Holidays as prescribed under the statutory laws/rules and thereof.
- Payment against encashment of paid leave shall be made to the Contractor when the Contractor submits proof of such payment at the end of contract-period (and not with every monthly bill).
- If there are any changes in statutory laws / periodicity of payment of leave element or if any other leave / holidays is enforced or modified in future, the Contractor will be authorized for billing to cover the same accordingly.
- The Contractor will maintain proper records of Leaves/ Holidays/ Weekly off etc. granted to the workforce.

2.41. WORKING TIME & NATURE OF SERVICES: The contractor shall perform all the job / services as details mentioned in Section-III on day to day basis.

2.42. Safety, Health and Environment (SHE) MANAGEMENT:

- 2.42.1. All necessary precautions for safety of the man / machine, fire hazard & environmental aspects shall have to be taken by the Contractor for the activities performed by his workforce.
- 2.42.2. The Contractor will be responsible for meeting all obligations for providing a safe and healthy workplace for its workforce. The contractor will be responsible for frequent and regular safety inspections of the worksites, materials, and equipment by its competent employees.
- 2.42.3. **Safety and Personal Protective Equipment:** Unless otherwise specified, the contractor is responsible for providing all necessary safety and personal protective equipment (PPE) needed by its workforce. This equipment must meet appropriate OSHA requirements and be in good working order. The contractor shall ensure that its workforce have received appropriate training on the use and maintenance of safety and PPE prior to its use. Failure to correctly use appropriate safety equipment is a violation of the contract and may result in penalty in line with tender T & C.
- 2.42.4. **Safety Training:** The contractor must ensure that its employees have completed appropriate health and safety training when required by statute/regulation and provide documentation of such training when required by BHEL.
- 2.42.5. **Safety and Health Plan:** The contractor must develop and implement a comprehensive health and safety plan for his or her workforce, which covers all aspects of operations and activities associated with the contract. This plan must comply with all statutorily applicable health and safety regulations and any project-specific requirements that BHEL has specified.
- 2.42.6. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the "National Policy on Safety, Health and Environment at Workplace".

- 2.43. BHEL shall have no direct responsibility / liability in respect of the Workforce engaged by the Contractor on Job Contract Basis under this Agreement.
- 2.44. In case, the Contractor fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof BHEL is put to any loss / obligation, monetary or otherwise, BHEL will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Contractor, to the extent of the loss or obligation in monetary terms.
- 2.45. BHEL reserves the right to withdraw / relax any of the terms and condition mentioned, so as to overcome the problem encountered at a later stage.
- 2.46. The Contractor will submit periodical returns as may be specified from time to time by BHEL / statutory authority and as prescribed under various labour laws and will maintain all necessary records / reports in this regard. The Contractor shall submit Half Yearly / Yearly Returns to Regional Labour Commissioner or appropriate Authority as required under Contract Labour (Regulation & Abolition) Act 1970 and forward a copy to BHEL also.
- 2.47. The Contractor shall exhibit its Licence (Labour Licence etc.) or copy thereof in a conspicuous place at workplace in BHEL Premise. Every contractor shall display an abstract of the Contract Labour (Regulation and Abolition) Act, 1970 and rules in English and Hindi and in the language spoken by the majority of workforce in such form as may be approved by the Chief Labour Commissioner (Central).
- 2.48. All the workforce of Contractor shall render necessary assistance to the police or to BHEL's authority in the process of any investigation pertaining to the activities of that Contractor.
- 2.49. The Contractor shall indemnify and hold BHEL harmless from and against all claims, damages, losses or expenses arising out of or resulting from the work/ services under the contract or while complying with the provisions of applicable statutes whether direct, indirect or consequential as the case may be.
- 2.50. It shall be the sole responsibility of the Contractor to settle disputes, if any arising out of the engagement between himself and the personnel engaged by him and the Management of BHEL shall not in any way be responsible. In the event, any personnel approach the Competent Authority under the Act or the Court, the entire expenses in this behalf shall be borne by the Contractor.
- 2.51. The entire administration and deployment of the workforce will be the responsibility of the Contractor. The Proprietors/director(s) / authorized representative(s) on behalf of Contractor shall visit and check their workforce deployed at BHEL premise periodically in different shift and monitor their performance.
- 2.52. Personal bag & baggage of all the workforce deployed by Contractor at BHEL-Premise shall be liable for physical check-up both at the time of entry into the campus and while leaving at the security gate.
- 2.53. The workforce deployed by the Contractor shall be the employees of the Contractor and there shall not be any employer - employee relationship between BHEL and the said employees of Contractor on any ground whatsoever. BHEL will not issue any experience certificate to the employees of the Contractor.
- 2.54. **UNIFORM:** The contractor has to ensure that uniform and turnout of the workforce shall be smart and proper at all times. Thus, it will be the responsibility of contractor to provide adequate uniform and protective clothing items to all workforce deployed by them. It is also to be noted by the contractor that since BHEL is making payment of uniform allowance to

the Contractor, BHEL reserves the right to check the same. The contractor will be solely responsible to procure and issue the prescribed uniform and accessories to the workforce deployed by him and details of the same have been appended below. The uniform shall not be similar to any color/ pattern prohibited by any existing law in force in the country. The Contractor shall ensure that while on duty, his workforce put proper uniforms in distinctive color code and in neat and clean conditions issued to them by the Contractor.

Sl. No.	Item	Quantity	Periodicity	Time of issue	Uniform Articles For
1	Stitched Uniform	02 sets	12 months	1st & 13th month of the contract	Male
2	Black leather shoes	01 pair	12 months		
3	Socks Black	02 pairs	12 months		
4	Black leather belt	01 pc	12 months		
5	Jersey Woolen etc.	01 Pc	12 months		
6	Saree with blouse / Suit Length	02 sets	12 months		Female
7	Black leather Footwear	01 pair	12 months		
8	Socks Black/Blue	02 pairs	12 months		
9	Name Plate (Plastic)	01 pc	12 months		
10	Blazer etc.	01 Pc	12 months		

- 2.55. For security reasons, the contractor shall furnish /submit the details of his workforce along with photograph at BHEL's Security Office before they are brought into the BHEL-premise for providing various services. Without the prior knowledge of the BHEL, the contractor shall not deploy any workforce for any job within BHEL premises. In case the Contractor decides to change one or more member of his workforce, this shall be brought in writing to the notice of the BHEL.
- 2.56. The contractor shall not deploy any workforce below the age of 18 years.
- 2.57. The contractor's workforce shall not loiter in the BHEL premises and also not normally move out of their specified areas. Persons other than those who are required to work or visit the specified premises shall not be allowed into such places.
- 2.58. The contractor's workforce shall not indulge in entertaining their guests/outsideers in the work premise.
- 2.59. **DISCLAIMER:** While every care has been taken to ensure that the contents (w.r.t. Statutory Obligations / Compliances) of this tender document are accurate and up to date. In case of any conflict between the statutory provisions stipulated in this tender document and in the original source such as applicable Acts or the prevailing laws / rules, the statutory provisions contained in the extant law/rule and the original instructions shall prevail.

2.60. Facilities and Utilities to be provided by the Procuring Entity to service provider at locations:

- 2.61.1 Facility/utility like Piped natural gas (PNG), Water, Electricity would be made available to the successful bidder to carry out the services at NO COST, subject to that the contractor will utilize these only for providing services to BHEL.
 - 2.61.2 Proper receipt of all the equipments / utensils will have be obtained from BHEL by the contractor, at the time of commencement of job contract.
 - 2.61.3 The contractor shall be provided free of pace in for storing the materials related to housekeeping & catering services which will be utilized against this contract only. The contractor shall at all times keep the place tidy, clean and in sanitary condition to the entire satisfaction of the Officer In-charge. All materials are to be deposited by the contractor only in the place to be indicated by the Officer-in-charge. The safety & security of the contractor's materials will be the responsibility of contractor himself. BHEL will not provide any compensation due to theft, damage or loss of contractor's materials. The stores provided to the contractor will not be utilized as the accommodation for the workers or for any other purpose than storing the materials related to housekeeping and catering services.
- 2.61.** The bidder has to provide workforce in sufficient numbers to maintain the buildings as required and of quality to ensure workmanship of the degree specified in the job order and to the satisfaction of the BHEL's Officer-In-Charge. Estimated quantities envisaged for all services i.e. location-category-service-wise assessment of number of points for workforce deployment is placed at Annexure-L. In order to maintain quality services and minimize operational problems, the contractor may rotate the workforce with prior intimation to BHEL. For satisfactory services, the Contractor shall continuously maintain workforce strength as required to cope up with the requirement as arisen for satisfactory services to BHEL. Successful Contractor has to deploy the minimum workforce as emphasized in the scope of services in the contract at any given day. Any deficiencies of the scope of services, the monthly payment against the job / services provided get deducted to the tune of shortages on account of absenteeism.
- 2.62. SUPERVISORY SERVICES:** Due supervision of jobs at the work premises shall be ensured by the contractor's work supervisors daily for closely monitoring services under the job contract and work supervisor shall be equipped with cell phone facility for effective coordination with BHEL. Adequate intercommunication facilities for communication between supervisors/manager shall also be provided by the contractor. The major responsibility of the works Supervisor would be as under:
- 2.63.1 Obtaining instructions from the concerned BHEL Official(s) for carrying out the works pertaining to their areas.
 - 2.63.2 Passing on the work instructions to his team of workforce ensuring completion of work within the stipulated time as instructed above and as per the terms & conditions of the tender document.
 - 2.63.3 To ensure proper conduct and discipline by his team of workforce, while performing their duty at BHEL premises.
 - 2.63.4 To report / intimate any constraint, if so felt, during the execution of designated works by his team of workforce.
- 2.63.** The workforce engaged have to be courteous with pleasant mannerism in dealing with the staff/ visitors of BHEL and should project an image of utmost discipline.

2.64. The Successful Tenderer will have to ensure “minimum requisite qualification and experience” before engagement / deployment at BHEL-premise as mentioned below. BHEL at its own discretions may ask the Contractor to get documents/qualification/skill of workforce verified at any stage during the validity of contract. Under any circumstances, workforce not having minimum requisite qualification and experience, should be engaged / deployed by successful tenderer under this contract. Non-compliance on this account observed at any stage during the validity of contract, penalty will be levied & suitable action will be taken against the Contractor as per tender terms & conditions. BHEL’s decision in this regard shall be final & will be binding on the Contractor.

2.64.1. Skilled (SW)/Work Supervisor (SW) / Matriculate: For providing Services at Job-Premise, the Contract has to deploy skilled workforce who must be graduate, his/her shall be capable of working efficiently of exercising considerable independent judgement and of discharging his duties with responsibility. They must possess thorough & comprehensive knowledge of the trade, craft or industry in which they will be deployed by the Contractor. Specific work, wherever required, work supervisor, receptionist etc. should have basic knowledge of operating computer.

SECTION-III

DESCRIPTION OF SERVICE/ ACTIVITY

3. SECRETARIAL SERVICES JOBS:

- Preparing & maintaining the data base, documents and files as per the instruction of the works in charge.
- Taking the dictations, typing, data entry operations, making the documents ready for printing, receiving & sending of e mails.
- Maintaining the records of incoming & outgoing dak/claims/ bills etc. Filing of papers, sending/ receiving file/ documents to/ from office/ departmental sections. Liasoning with internal/ external agencies and other official task assigned time to time by work in charge.
- Interacting with the other officials as & when required for the smooth functioning of operations.
- The specific technical requirements for the execution of secretarial services work shall be as per terms & conditions of contract including general & specific conditions
- Distribution of dak and official documents inside and outside the building **time to time as per need**. For distribution of dak and official documents outside the building. The mode of conveyance will be on BHEL's part.
- Submission of certain documents etc. in the Bank, Post office or elsewhere nearby as per requirements of the BHEL.
- Photocopying of papers and documents, making of proper sets, filing of papers and documents in the file as desired, sending fax messages, collection of received fax and handing over to the concerned employee.
- Attending of phone calls and making of entry of office dak and files in the entry register / system as required.
- Collecting stationary from store for senior officers or the designated group of employees as and when required.
- The secretarial services job is to be performed daily for 8½ Hrs. with half an hour lunch break for the detailed scope of services as mentioned above.
- The working time of the secretarial services will be from 9 AM to 5.30PM on all working days with a lunch break.

Note: The contractor has to ensure their work force to perform regular & routine nature jobs like the above 8 & 1/2 Hrs. daily with a lunch break of half an Hr. on all working days of the week. However, any unfinished job has to be completed the same day to restore the normalcy of the services in the above office premises as and when need arises.

Note: Any left out work of urgent nature has to be completed on same date. However, any scheduled job of larger nature in respect of time and quantity has to be completed as per requirement of BHEL within reasonable time limit.

SECTION-IV

COMMERCIAL TERMS & CONDITIONS

4. COMMERCIAL TERMS & CONDITIONS:

4.1. PAYMENT TERMS:

- 4.1.1 Bill (on monthly basis) complete in all respect alongwith all the requisite documents submitted by the Contractor will be paid within 15 days of its receipt. Any clarification sought by BHEL, pertains to respective bill, must be clarified by Contractor at the earliest. Otherwise the delay in payment will be attributed to the Contractor. Aforesaid timeline shall be applicable from the day on which the last clarification/queries/document sought by BHEL and settled/submitted by the Contractor.
- 4.1.2 The Contractor will have to intimate the bank account number, and other details of the bank to enable BHEL to credit the payments into the account.
- 4.1.3 No interest shall be payable for delay in making the payments. The contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.
- 4.1.4 While claiming the payment, the contractor must certify on the bill that the payment being claimed is strictly within the terms of the contract and all the obligations on his part for claiming this payment have been fulfilled as required under the contract.
- 4.1.5 While claiming the payment, the contractor must certify on the bill that the employers' contribution (12% for EPF incl. EPS) has been made/paid by the Contractor himself and he has not availed the benefits under PMRPY (Pradhan Mantri Rojgar Protsahan Yojana) Scheme. . All supporting documents in this regard shall be provided by bidders, so that there is no double payment to the Contractor concerned on account of EPF & EPS.

4.2. PROCEDURE FOR SUBMISSION OF BILLS BY CONTRACTOR: The payment under the job contract shall be made on monthly basis as per the agreed rates inclusive of PF, ESI, Service charges etc., only after the performance of the Contractor is found to be satisfactory by BHEL as per scope of work mentioned in **SECTION-III** and after complying / ensuring all the statutory / contractual obligations.

The Contractor shall raise the bill, in triplicate, along with all the necessary documents and also submit these documents electronically to BHEL on monthly basis.

The Contractor shall submit the GST compliant invoice to BHEL along with the copy of ESI/EPF Challan & ECR (*separate EPF-ECR reflecting names of only those Workforce who are deployed at BHEL premises only*) of preceding month generated by EPFO /ESI Portal/authorities, Wage Register (Form B), i.e. the details of payment of wages to Workforce of the month for which services were provided at BHEL premises & proof of payments (NEFT/RTGS/Bank Statement etc.), Attendance Register (Form-D) / system generated Attendance Sheet and any other documents sought by BHEL which will be for the purpose of ensuring that Contractor has complied with all the statutory requirements. Contractor also have to give undertaking after each month that not only wages have been disbursed but also they have paid their contribution towards ESI & EPF Schemes (with the proof of deposit) and complied with all the Acts (as applicable) which shall be mandatory before the bills are cleared. The EPF-Challan shall be verified/authenticated online through EPFO-Portal with the help of TRRN No. by the respective concerned BHEL Unit/ Department. On receipt of the bills/invoices

along with all the supporting documents, BHEL will verify the bill(s) on the basis of actual number of workforce deployed by the Contractor during the month for providing agreed services in line with contractual terms & conditions.

The Contractor shall be responsible for providing all statutory benefits to the personnel employed by him including weekly off day(s), National Holidays, PF, ESI, Bonus etc.

The contractor shall not be justified in abandoning the contract because BHEL has delayed making payment(s) in respect of service provided to BHEL.

4.3. TAXES & DUTIES:

4.3.1 All taxes (except GST), duties , charges , royalties, cess and any other levies by Central/ State/local authorities for the execution of the contract shall be borne by the contractor and shall not be payable extra . Any increase of the same at any stage during execution of the contract shall be borne by the contractor. Quoted price of the same shall be inclusive of all such requirements.

4.3.2 Contractors have to make their own arrangement at their cost for completing the formalities, if required with relevant taxation authorities, for bringing their material, plant and machinery at site for the execution of the contract. Road permits / way bill, if required shall be arranged by the contractor.

4.3.3 The Contractor is responsible to furnish documentary evidence towards GST Registration of the State wherein the site is located or any other documents as per GST Act which may be required from time to time. BHEL will not be held to be responsible for any non-compliance of the Contractor in respect of GST laws as framed from time to time.

4.3.4 Goods and Service Tax (GST) will be reimbursed to the Contractor subject to the following conditions: -

(i) Submission of valid GST Compliant Tax Invoice as per the GST Invoice Rules.

(ii) The Invoice raised by the Contractor should indicate the BHEL GST Registration Number.)

4.3.5 The GST amount shall get reflected within prescribed time limit in the GSTN for BHEL to avail the input credit. If the GST Credit is reversed/ denied/ delayed to BHEL due to non-receipt/delayed receipt of Services and/or tax invoice or due to expiry of timeline prescribed in GST law or due to any other factor for availing such Input Tax Credit (ITC) or for any other reason arising out of the act directly attributable to the Contractor, GST amount shall be recoverable from Contractor from any dues payable to the Contractor along with any interest levied/ leviable on BHEL.

4.3.6 Statutory variation, if any, on account of GST will be payable by BHEL at actuals on submission of documentary evidence.

4.3.7 TDS under Income Tax Act/ GST Act shall be deducted as per applicable rates unless Exemption certificate, if applicable, from the appropriate Authority is furnished to BHEL along with the Invoice.

4.3.8 New Taxes & duties (Introduced after tender opening date):

If any new tax or duty is levied by the Central/State Government/Municipality/Local Authority and becomes directly applicable on items specified in the Bill of Quantities, full reimbursement shall be made subject to submission of documentation as per statute.

4.4. DAMAGES, FINES, RECOVERY OF LOSSES etc.: The damages / fines, being in the nature of liquidated damages, would be liable to be imposed on the Contractor for violation/breach of the clauses/obligations under the contract and shall be notified by BHEL as per the terms indicated in the contract. The Contractor shall be given 3 days' prior notice to respond and submit representation (if any), by BHEL before levying of damages/fines on Contractor. The representation shall be suitably considered by BHEL and decision taken shall be final and binding.

If no representation is received from the Contractor, then decision as considered appropriate by BHEL shall be taken, without any further reference to the Contractor. The decision shall be final and binding.

The said damages/fines imposed, shall be deductible/recoverable from payments due to the Contractor and/or from the security deposit, as the case may be. In the event the payments due to the Contractor and the security deposit available with BHEL falls short of the total damages/fines, the Contractor shall, on first written demand by BHEL pay to BHEL without demur or dispute the said sum as per BHEL's demand notwithstanding the pendency of any investigation/inquiry/legal proceedings whatsoever before any Court/Tribunal/Authority, Council, etc. The nature of loss including but not limited to quantum, impact etc., as determined by BHEL shall be final and binding on the Contractor.

- 4.4.1 Failure to provide services owing to unavailability of requisite number of workforce /work point, unwarranted behaviour / indiscipline of the workforce or any other reason(s) shall attract adverse remarks, which may be included in the Performance Certificate and / or attract any legal /administrative action on Contractor or on Contractor's workforce or both, as deemed fit.
- 4.4.2 The Contractor understands and agrees that performing the services strictly as per the qualitative, quantitative and time requirements as stipulated in the Contract is of essence of the Contract and that any non-adherence to the said qualitative, quantitative and time requirements as stipulated in the Contract for performing the services under the Contract shall cause incalculable losses to BHEL. The Contractor understands and agrees that without prejudice to BHEL's rights to terminate the Contract, BHEL may, in addition to or in lieu of such termination levy one or more of the following damages/fines as applicable if the Contractor omits or neglects to adhere to the following qualitative, quantitative and time requirements:

4.5.Liquidated Damage/ Penalty

S. No.	Contract Agreement Defaults/non-compliances/breach	Penalties/Fines for non-compliance/breach of contract.
a.	Non-satisfactory performance of workforce/deficient services	<i>The deficiency in the services pointed out by BHEL on the part of any of the workforce deployed by the contractor has to be rectified within 24 hours of its reporting. If same is not rectified at any point of service within 02 working days, then contractor will be liable for a penalty of Rs. 1000/- per case/activity/service and same shall be recovered by BHEL from the payments due to the contractor or from security deposit.</i> <i>If such deficiency continues more than 10 days, then BHEL may terminate the contract without any further notice. In such event, the security deposit of the contractor shall be</i>

		liable to be forfeited. Further, in case, BHEL has to arrange its services through alternate arrangement because of aforesaid deficiency in the services by the contractor, the expense incurred by BHEL for such arrangement shall be recovered from the payments due to the contractor or from security deposit.
b.	<u>Misconduct / Misbehaviour by the workmen of Contractor:</u> Misconduct/ misbehaviour / offence(s) {(use of abusive language, chewing of tobacco, smoking/drinking (alcoholic beverages) while on duty, eve-teasing, physical assault of any kind, theft, pilferage, threatening language, molestation, misappropriation, etc.)}.	<i>Rs. 200/- shall be deducted as fines from the monthly bills of the contractor, for each such occurrence.</i> <i>If BHEL so requires, Contractor shall forthwith withdraw such workmen and immediately provide suitable replacement in place of such withdrawn workmen at no extra cost.</i> <i>Notwithstanding anything to the contrary contained anywhere in this Contract, depending on the severity of the misconduct/misbehavior, BHEL may, in the event of such misconduct/misbehavior on the part of the workmen of the Contractor forthwith terminate the Contract without any notice and also report the case to the police.</i> <i>In the event any such misconduct/misbehavior/offences on the part of the workmen of the Contractor leads to a pecuniary loss being suffered by BHEL or the officials of BHEL, fines as aforesaid shall not be levied but such actual loss due to the any such misconduct/misbehavior/offences will be made good by the Contractor on actuals.</i> <i>However, depending on the severity of the offence, BHEL may also take appropriate legal action against such workforce of the contractor</i>
c.	<u>Damage caused to BHEL/ property of BHEL</u> or of any of the employees etc. present at premises by wilful misconduct or gross negligence on the part of the workmen of the Contractor.	<i>The contractor shall be fully responsible for any damage caused to the property of BHEL by the workforce deployed under the contract at BHEL premises.</i> <i>Recovery of damages /losses equivalent to the cost of the said property or similar property (if the same property is not available) or the cost incurred in repair of such property will be made from the payments due to the contractor or recover for any such damages from the security deposit.</i> <i>In the case of any loss/ theft of BHEL property, BHEL will make good the losses by deducting the cost of loss from the next month's bill in one or more instalments.</i>
d.	<u>Delay in disbursement of monthly wages</u>	<i>Contractor agrees and undertakes that it shall disburse monthly wages to the concerned workman in a timely manner without fail {i.e. wages of every person employed shall be paid by bank transfer directly to the account of the concerned workman before the expiry of seventh day (7th) day after the last day of the wage period in respect of which the wages are payable}.</i> <i>Similarly, the Contractor shall credit the contribution towards the Employees Provident Fund, Employees' Pension Scheme, Employees State Insurance etc. for its workmen within the stipulated timeline provided in the respective statutes.</i> <i>No excuses (whatsoever reason may be) on this account i.e. "delaying disbursement of monthly wages" will be entertained by BHEL during the entire contract period.</i> <i>If BHEL becomes aware of any delays in making wage/salary payments by Contractor to its workmen, the contractor shall be liable for penalty @ 1% of total monthly billing amount of the concerned month for each delayed day "and same shall be recovered by BHEL from payments due to the contractor or from security deposit.</i>

		Recurrence of such delays may result in to termination of contract. BHEL decision in this regard shall be final & binding on contractor.
e.	<u>Non-compliance of statutory obligations:</u>	In case of non-compliance of any statutory / contractual obligations (as stated in this tender document) by the contractor during the execution of contract, may result into termination of contract. In addition to the above, the contractor shall also be liable for the penalties provided under the respective statute
f.	<u>LD on account of delay in deployment of work forces</u>	Liquidated damage/ penalty of Rs. 800/ per day per work man shall be deducted in case: (a) During initial mobilization, if the contractor fails to deploy the sufficient workman/ workmen as mentioned in contract at various station points in BHEL TBG Premises after BHEL's written request. (b) The contractor fails to provide alternate qualified work man/ workmen (as per contract) within 02 days as per BHEL written request, in case of workman/ workmen is found unqualified/ behaving in unethical / unacceptable/ working in non-professional ways. BHEL decision in this regard shall be final & binding on contractor.

Total ceiling limit of LD/ Penalty under above points shall be 10% of the contract value along with applicable GST (if any) on LD/ Penalty. Once the maximum limit of delay is reached, BHEL may consider termination of the contract and forfeiture of the Security deposit. Amended work order value shall be considered for calculating LD/ penalty.

4.6. "BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.

- a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
- b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ Project Sites.
- c) Compensation in respect of each of the victims:
 - (i) In the event of death or permanent disability resulting from Loss of both limbs: Rs 10,00,000/- (Rupees Ten Lakhs)

(ii) *In the event of other permanent disability: Rs 7,00,000/- (Rupees Seven Lakhs)*

d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2 (I) of the Employee's Compensation Act, 1923."

- 4.6.1 The Contractor shall Indemnify and keep BHEL indemnified against BHEL for any loss/claim which is brought against BHEL by third party (i.e. both serving and retired employees of BHEL and their dependents or any other person) on account of any negligence of the contractor or his workforce, while carrying out the services under the contract.
- 4.6.2 NOTWITHSTANDING ANYTHING ABOVE, BHEL shall recover from the Contractor for any loss suffered by BHEL due to any negligence of the contractor or his workforce, while carrying out the services under the contract.
- 4.6.3 All amounts including the losses / damages / penalties / compensations etc., resulting from non-compliance with the terms of Contract, payable by the Contractor to BHEL under the Terms of the Contract will be recovered from the outstanding payments to Contractor either under this Contract or any other Contract with BHEL or from Security Deposit or from both. In case this amount is insufficient for such recoveries, the Contractor shall make good the balance amount by actual payment. In addition, BHEL will recover the said amounts through its sister concerns, from the payments due to the Contractor in any of the Units of BHEL located in any part of India.

SECTION-V**QUALIFYING CRITERIA FOR THE BIDDER(S)****5. PRE-QUALIFICATION REQUIREMENT (PQR)**

Sl. No.	Criteria	Description
A	Turn Over	Vendors should have a minimum average annual turnover of Rs. 9,22,219/- for last three fin. years (2015-16, 2016-17 & 2017-18 or 2016-17, 2017-18 & 2018-19) and should submit audited balance sheet and Profit & Loss Account Sheet of these years. In case audited balance sheet is not available due to turnover being less than statutory requirement of audit, bidder should furnish self-certified copies of Balance Sheet, Profit & Loss account along with income tax returns and form 26 AS of these years.
B	Profit	Vendor should have earned profit in at least one year during last three financial years as mentioned in A above.
C	Similar Work	Vendor should have successfully executed similar job/services* (Refer note -5.1) at office premises/ guest houses/ residential townships/ hotels/ hospitals/educational institutions/commercial establishments like metro stations/ airports/ factories with any Central/State Govt./ PSUs / Nationalized Banks/ Public Limited Company/ Private Limited Company during last seven years ending on 30.11.2019 and should be either of the following i. Three similar jobs/services with contract business volume of each not less than an amount equal to Rs. 12,29,626/- (Excluding taxes) for one year contract period. OR ii. Two similar jobs/services with contract business volume of each not less than an amount equal to Rs. 15,37,032/- (Excluding taxes) for one year contract period. OR iii. One similar job/service with contract business volume not less than an amount equal to Rs. 24,59,251/- (Excluding taxes) for one year contract period.

Note:

5.1 Similar job / services *

Similar job shall be related/refer to “Job / services of providing secretarial Services such as Housekeeping /attendant/ messenger/computer operators/ hiring of Technical & Non - Technical personnel etc.

- 5.2 The Bidder shall submit the Contract Agreement/Work Order/LOI, BOQ and performance/completion /execution certificate issued by customer/contractor along with technical bid in support of qualification.
- 5.3 The word ‘executed’ means the bidder should have achieved the criteria specified in the PQR even if the total contract has not been completed or closed.
- 5.4 In order to technically qualify in this tender, bidder should meet all criteria i.e. A, B & C mentioned above.
- 5.5 If the job is executed in the last seven years period, as specified above, even if it has been started earlier, the same will also be considered meeting the qualifying requirements.

- 5.6 Consortium/ JV bidding is not allowed.
- 5.7 The Bidder should have his firm / himself registered with unique PAN and GST Registration Number.
- 5.8 The Tenderer should have his firm / himself registered for extending EPF and ESIC facilities.
- 5.9 BHEL reserves the right to:
- (a) Accept or reject any bid received at its discretion without assigning any reasons whatsoever.
 - (b) Postpone the above mentioned date, split and distribute the work among more than one bidder without assigning any reason whatsoever.
 - (c) May ask for further qualification during techno commercial scrutiny of bids received.
 - (d) May ask for further proofs including TDS certificates/ Form 26AS/ Final bill/ payment detail for the said job for cross- verification.
- 5.10 BHEL shall not be responsible for any delay, loss, damage for bids sent by post.
- 5.11 BHEL shall not be liable for any expenses incurred by bidder in preparation of bid irrespective of whether it is accepted or not.
- 5.12 Quotations received from bidders who do not fulfil the PQR shall be summarily rejected without any further evaluation and information to bidders.
- 5.13 Canvassing i.e. soliciting favour, seeking advantage etc. in any form is strictly prohibited and any bidder found to have engaged in canvassing shall be liable to have his bid rejected summarily.
- 5.14 If the bidder deliberately gives any wrong information in his tender to create in circumstances for the acceptance to his bid, BHEL reserves the right to reject such application.
- 5.15 All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in web page, www.bhel.com and not in the newspaper. Bidders shall keep themselves updated with all such amendments.

SECTION-VI
Annexures & Required documents

The Bidders should submit documents in support of possessing qualifying requirements as under, duly certified and stamped by their authorized signatory.

- 6.00 Bidder has to submit copies of appropriate business licences / registrations like *PAN, ESI license, GST registration certificate and PF license* as supporting documents to meet the pre-qualifying requirement.
- 6.01 “No Deviation/Acceptance Certificate” i.e. Annexure-A.
- 6.02 “Declaration Certificate” i.e. Annexure-B.
- 6.03 Duly filled “Bidder’s General Information” placed in Annexure-C.
- 6.04 Duly filled “Financial / Work Experience Details” in the enclosed format at Annexure-D.
- 6.05 Performa for Experience/ performance certificate - Annexure E
- 6.06 MSE suppliers/bidders can avail the intended benefits, only if they submit required documents as mentioned in S. No. 1.22), along with the offer (or Annexure-F as the case may be).
- 6.07 Performa of Bank Guarantee (In lieu of security deposit) - Annexure-G
- 6.08 Agreement - Annexure-H
- 6.09 ‘Letter of Authority’ on the Letter Head, as per Annexure-I.
- 6.10 “E-Banking Mandate Form” on the Letter Head, as per Annexure-J.
- 6.11 Declaration for relation in BHEL - Annexure-K as a token of proof that they would be liable to make the payment to all the workforce as per the sheet attached and abide by all statutory / contractual norms & obligations.
- 6.12 Duly signed Un-price bid format (Annexure-L), by mentioning ‘Q’ in the column where quote is to be offered by the party.
- 6.13 Power of Attorney or a true copy thereof duly attested by a Gazetted Officer /copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause No. 1.9, in case an authorized representative has signed the tender.
- 6.14 All forms, formats, annexures including tender document duly signed by the Authorized Signatory.
- 6.15 Copies of original registration certificate documents defining the constitution or legal status, place of registration and principal place of business. The documents required for same are as follows:
 - i. For Partnership Firm: Partnership Deed registered at the office of Registrar of Firms.
 - ii. For Company: Certified copy Memorandum of Association, Article of Association and Incorporation Certificate.
 - iii. For Society: Registration certificate issued by Registrar of societies.
 - iv. For Sole Proprietor-ship Firm: Undertaking on oath (on a non-judicial stamp paper of ₹100/-) that Proprietor is solely responsible for all rights and liabilities while working under the name and style of Sole Proprietorship firm namely (.....).

SECTION-VII

PROCEDURE FOR SUBMISSION OF TENDER

- 7.00 The tender is to be submitted as required in two parts in separate sealed covers **prominently superscripted as Part-1 “Techno-commercial Bid” & Part-2 “Price Bid”** and also indicating the tender number and due date & time as mentioned in the tender enquiry; on each of the covers.

ENVELOPE 1: *Part-I “Techno-commercial Bid” shall contain documents required in Section-V & VI above;*

ENVELOPE 2: *Part-II shall contain duly signed & filled “Price-Bid & BoQ” (Annexure- L) only.*

ENVELOPE 3: *A third sealed cover/envelope shall contain required amount of EMD in the form of Banker’s cheque/ Pay order/ Demand draft or attested copies of either Udyog Aadhaar or EM-II certificate or valid NSIC certificate or online payment receipt and shall be superscripted as EMD.*

These three separate covers/envelopes 1, 2 and 3 shall together be enclosed in fourth envelope and this sealed cover shall be superscripted with tender number & due date.

Bids submitted without EMD or EMD in any other forms except the forms as mentioned in S. No. 1.22 are liable to be rejected.

If the Part-2 i.e. “Bill of Quality Cum Price Schedule ” (Annexure-L) is not received in the separate sealed envelope as described above, then the same shall be rejected and offer of such respective bidder(s) will not be evaluated further. The authenticity of the NSIC Certificate/ Udyog Aadhaar / will be checked during the scrutinization of Part-I bid

- 7.01 Tender submitted by the bidders should strictly be in accordance with the tender terms & condition.

- 7.02 Bidders are requested to note that they should necessarily submit their financial bid (*Bill of Quality Cum Price Schedule*) in the format provided in Annexure-L and no other format is acceptable and liable to be rejected. “The *Bill of Quality Cum Price Schedule*” have been given in the standard formats at Annexure-L with the tender document.

Bidders are required to fill their respective financial quotes as per the notes mentioned in Annexure-L. Bidders has to submit it offline after taking colored printouts (to be submitted along with Part-II bid) with signature and stamp Rate should be quoted in the units asked for in the enquiry. The quoted rates should be cross-checked with the corresponding value in words.

No Deviation/Acceptance Certificate
(To be submitted along with Part-1 Bid)

Notwithstanding anything mentioned in our bid, we hereby accept all the terms & conditions of the above tender. We confirm that the offer submitted by us is confirming to all the terms & conditions mentioned in the tender document. We hereby undertake and confirm that we have understood the scope of services properly and shall carry out the job as mentioned in this tender in line with tender terms & conditions.

Or

We hereby accept all terms & conditions of the above tender except the following:
(Give reference to Clause Nos. of Terms & Conditions which are not acceptable)

1.

2.

3.

4.

5.

Note: Deviations may or may not be accepted by BHEL.

“I _____ hereby certify that except the deviations mentioned above, we do not have any other deviations to the tender No. **NIT No. TBSM/ SECRETARIAL SERVICE POINTS/ TBG-HQ NOIDA/19-20/ TENDER DATE: 31-12-2019**. Deviations if any, mentioned elsewhere in our bid (whether Techno-commercial bid or Price bid) may be treated as null and void by BHEL.

Signature
With name, Designation & seal of the firm

DECLARATION CERTIFICATE

(to be typed on bidder's letter head & submitted along with Part-1 Bid)

Dear Sir/Ma'am,

SUBJECT: Hiring of Agency for Providing secretarial services at various Points in BHEL Premises at TBG - HQ Noida on job contract basis (Tender No. **NIT No. TBSM/ SECRETARIAL SERVICE POINTS/ TBG-HQ NOIDA/19-20/ TENDER DATE: 31-12-2019**)

Please find herewith our offer in line with requirement of BHEL's Tender document:

1. *We confirm that bid complies with the total techno-commercial requirements / terms and conditions of the bidding document and subsequent addendum / corrigendum (if any) without any assumptions.*
2. *I / We do hereby declare that there is no case with the Police/Court/Regulatory authorities against the proprietor/firm/partner. Also I / We have not been suspended / delisted / blacklisted by any other Govt. Ministry/Department/Public Sector Undertaking/ Autonomous Body/Financial institution/Court. We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication.*
3. *We hereby confirm that we have gone through and understood the bidding document and that our bid has been prepared accordingly in compliance with the requirement stipulated in the said document. We are submitting Check-List of bidding document as part of our bid duly signed in token of our acceptance. We undertake that the bidding document shall be deemed to form part of our bid and in the event of award of work to us, the same shall be considered for constitution of contract agreement. Further, we shall sign & stamp each page of this bidding document as a token of acceptance and as a part of the Contract in the event of award of Contract to us.*
4. *We further confirm that we have quoted prices in price bid considering detailed description of scope of work. We confirm that price quoted by us includes price for all works/activities/supply etc. as mentioned in this tender document.*
5. *We declare that the statement made and the information provided in our offer is true and correct in all respect. In case, it is found that the information/ documents provided by us are incorrect/ false, our application shall be rejected by BHEL without any reference to us.*

Thanking you,

Very Truly Yours,

Signature
With name, Designation & seal of the firm

BIDDER'S GENERAL INFORMATION
(To be submitted along with Part-1 Bid)

*Photograph of
bidder /
authorised
signatory
holding power
of attorney*

Sl. No.	Description	Details
1	Name of tendering company/Firm/Agency	
2	Type of firm	
3	Name of proprietor/ Director of Company/Firm/Agency	
4	Full address of registered office with telephone no., Fax no. & E-mail Address etc.	
5	Full address of operating/branch office with telephone no, Fax no. & E-mail Address etc.	
6	Permanent Account Number (PAN)	
7	Labour Identification Number (LIN)	
8	EPF Registration No.	
9	ESI Registration No.	
10	GST Registration No. (GSTIN)	
11	Udyog Aadhaar Memorandum (UAM No.)	
12	Startup recognition Certificate No.	
13	Corporate Identification Number (CIN)	
14	Name of Bidder/ Contact Person	
15	Phone No. of Bidder / Contact Person	
16	E-mail Address of Bidder / Contact Person	
17	Name of Authorized Signatory	

Signature
With name, Designation & seal of the firm

FINANCIAL DETAILS OF THE BIDDER
(To be submitted along with Part-1 Bid)

AUDITED ANNUAL TURNOVER OF LAST 3 YEARS	FINANCIAL YEAR 2016-17	FINANCIAL YEAR 2017-18	FINANCIAL YEAR 2018-19
	□.....	□.....	□.....

SUMMARY OF WORK EXPERIENCE DETAILS OF THE BIDDER

Self-attested copy of experience certificate(s) along with work order(s) issued by the competent authority for the satisfactory work. The summary of that can be tabulated in the given format in the chronological order.

S. NO.	Description of Work / Service	Contract Period (from and to)	Contract Value	Full Postal Address & phone nos. of Client. Name, designation and address of Engineer/ Officer-in-Charge
1				
2				
3				

*{If the space provided is insufficient, separate sheet may be attached. Additional information, if any
(Attach separate sheet, if required)}*

Signature
With name, Designation & seal of the firm

ANNEXURE-E

PROFORMA OF EXPERIENCE / PERFORMANCE CERTIFICATE
(On letter head of organization issuing this certificate)
(To be submitted along with Part-1 Bid)

Ref.

Date:

To,

Mukesh Paswan
 Addl General Manager/ TBSM
 Transmission Business Group, 5TH Floor,
 Advant Navis IT Business Park,
 Tower-A, Plot no-7, Sector-142,
 Express way Noida, Distt. Gautambudh Nagar-201301.

This is to certify that M/s having its registered office at
, has executed /executing following works:

S. No.	Description of Work Executed	Scope	Period of work execution	Executed Value (Excluding taxes)	Performance	Remarks, if any

(list of items Supplied or works executed in last 3 years may be given. List of earlier supplies / works may also be considered if request for the certificate mentions so)

This is to certify that M/s is a contractor with [Name & address of Organization]

This Certificate is issued at the request of M/s, vide ref dated, for the purpose of participating in the tender (Ref. No., dated) floated by Bharat Heavy Electricals Ltd. (BHEL).

Signature of Competent Authority

Name of certificate issuing authority:

Official Address of certificate issuing authority:

Landline / Mobile No. of certificate issuing authority:

Email ID of certificate issuing authority:

Designation of certificate issuing authority:

Certificate by Chartered Accountant on letter head
(only for those who are submitting EM-II Certificate)
 (To be submitted along with Part-1 Bid)

This is to certify that M/S, (hereinafter referred to as 'company') having its registered office at is registered under MSMED Act-2006, (Entrepreneur Memorandum No (Part-11) dtd: Category: (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial yearas per MSMED Act-2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006: Rs.....Lacs
2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006: Rs.....Lacs (Strike off whichever is not applicable)

The above investment of Rs.....Lacs is within permissible limit of Rs.....Lacs forMicro / Small (Strike off which is not applicable) Category under MSMED Act-2006. Or The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (DD/MM/YYYY) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O.No.3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name

Membership number-

Seal of Chartered Accountant

PROFORMA OF BANK GUARANTEE
(in lieu of SECURITY DEPOSIT)

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____¹ through its Unit at..... (name of the Unit) having agreed to exempt (Name of the Vendor / Contractor / Supplier) with its registered office at _____² (hereinafter called the said "Contractor" which term includes supplier), from demand under the terms and conditions of the Contract reference No. _____ dated _____³ valued at Rs.⁴ (Rupees -----)⁴ (hereinafter called the said Contract), of Security Deposit for the due fulfilment by the said Contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs. _____⁵ (Rupees _____ only), We ____ (indicate the name and address of the Bank) having its Head Office at _____ (address of the head Office) (hereinafter referred to as the Bank), at the request of _____ [Contractor(s)], being the Guarantor under this Guarantee, do hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer, an amount not exceeding Rs. _____ without any demur, immediately on demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand

Any such demand made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator or any other authority, our liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment hereunder and the Contractor(s) shall have no claim against us for making such payment. We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied & the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) or acceptance of the final bill or discharge of this guarantee by the Employer, whichever is earlier. This guarantee shall initially remain in force upto and including _____⁶ and shall be extended from time to time for such period as may be desired by the Employer. Unless a demand or claim under this guarantee is made on us in writing on or before the _____⁷, we shall be discharged from all the liability under this guarantee thereafter.

We, ____ (indicate the name of the Bank) ____ further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

We, BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed..... 5
- b) This Guarantee shall be valid up to6
- c) Unless the Bank is served a written claim or demand on or before7 all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

Date _____ Day of _____
for _____ (indicate the name of the Bank) _____

(Signature of Authorized signatory)

¹ ADDRESS OF THE EMPLOYER. i.e. Bharat Heavy Electricals Limited

² ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ CONTRACT VALUE

⁵ BG AMOUNT IN FIGURES AND WORDS

⁶ VALIDITY DATE

⁷ DATE OF EXPIRY OF CLAIM PERIOD

Note:

- 1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
- 2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.
- 3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.

4. In Case of Bank Guarantees submitted by Foreign Vendors.

- a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

- b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**

b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.

b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.

b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

(To be submitted along with Part-1 Bid)

AGREEMENT

THIS AGREEMENT is made this day of [], 2020, by and between:

Bharat Heavy Electricals Limited (hereinafter referred to as the 'the Company' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____ through its Unit at..... (name of the Unit) of the ONE PART

AND

_____, a company registered under the Indian Companies Act, 1956 having its registered office at _____ and place of business at _____ hereinafter referred to as "Contractor" (which expression shall unless repugnant to the context or meaning thereof shall include its successor in business and assigns) of the SECOND PART.

WHEREAS

The Company is on the lookout for the effective job contract of Facility Management Services of NOIDA based BHEL premises located at BHEL Township, Sector-17, Noida; BHEL Office at 2nd & 3rd Floor in Kribhco Bhawan, Sector-1, A8-10, Noida; BHEL-PSNR Office at Plot No. 25, Sector-16-A, Noida; BHEL Office at 3rd, 4th & 5th Floor in Advant IT Park, Sector-142, Noida and PEM-Office, at Sector-16A, NOIDA with respect to janitorial, sanitary and maintenance services and intends to achieve the same by engaging the services of an outside agency on "job contract Basis" (hereinafter referred to as JCB), the Contractor referred to above is agreeable to undertake these work assignments to the best satisfaction of the Company subject to the terms and conditions as detailed hereunder:-

NOW THEREOF THIS AGREEMENT WITNESS AS FOLLOWS:**1.0 DETAILS OF WORK PREMISES WHERE SERVICE ARE TO BE RENDERED:**

Transmission Business Group, 5TH Floor, Advant Navis IT Business Park, Tower-A, Plot no-7, Sector-142, Express way Noida, Distt. Gautambudh Nagar-201301.

2.0 The Scope of Services to be rendered by the Contractor, Package to be payable by the Company, all terms and conditions, jurisdiction, working time and nature of services, compliance of all legal and statutory obligations including PF, ESI, Leave, Holidays, Bonus, Wages, Uniform/liveries, Safety precaution and payment terms etc. Shall be applicable in totality with reference to tender enquiry No..... This agreement and all schedules appended thereto and the contents and specifications of the tender enquiry No..... constitute the entire agreement between the Parties with respect to their subject matter, and as to all other representations, understandings or agreements which are not fully expressed herein.

3.0 VALIDITY OF AGREEMENT:

3.1 This Agreement shall be deemed to have become effective from the forenoon of with respect of all the work premises covered under this Agreement and will remain in force up to i.e. for a period of twenty-four months.

However, this Agreement shall be liable for termination earlier by the Company at any time by giving one month's notice to the Contractor without assigning any reason therefore and without prejudice to the rights of the Company to recover any money becoming due under this Agreement. In such a case, the Contractor shall not be entitled to any compensation thereof.

4.0 CONCLUSION:

- 4.1 Both the Company and Contractor hereby agree that all differences/disputes/interpretation arising out of or in connection with this Agreement shall be mutually discussed and settled failing of which the same shall be referred to the arbitration of a sole Arbitrator to be appointed by the General Manager (HR) of the Company for a Speaking Award wherein the sole Arbitrator shall give reasons for his Award. The venue of arbitration shall be in New Delhi and the Arbitrator's decision shall be final and binding on both parties.
- 1.2 The Contractor hereby confirms that he shall abide by and is willing to execute the work assignments on JCB strictly in accordance with the terms and conditions of this Agreement and the Company in turn also agrees to engage the Contractor accordingly with effect from

IN WITNESS WHEREOF the Parties have by duly authorized representatives set their respective hands and seal on the date first above written in the presence of:

For & On Behalf of Company

Signature of the Contractor

Witness 1.....

Witness 1.....

Witness 2.....

Witness 2.....

LETTER OF AUTHORITY

(To be submitted along with Part-1 Bid)

[Pro forma for Letter of Authority for Attending Subsequent 'Negotiations' / 'Pre-Bid Meetings' / 'Un-priced Bid Opening' / 'Price Bid Opening']

Ref:

Date:

To,

M/s BHEL

SUB: _____

TENDER NO: _____

Dear Sir,

I/We, _____ hereby authorize the following representative(s) for attending any 'Negotiations' / 'Meetings [Pre-Bid Meeting]', 'Un-priced Bid Opening', 'Price Bid Opening' and for any subsequent correspondence / communication against the above Bidding Documents:

1. Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

2. Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

We confirm that we shall be bound by all commitments made by aforementioned authorised representative(s).

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

Note: This "Letter of Authority" should be on the "letterhead" of the Firm / Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend "Techno-commercial / Un-priced" & "Price Bid" Openings. Bidders authorized representative is required to carry a copy of this authority letter while attending the un-priced and priced bid opening, the same shall be submitted to BHEL.

E-Banking Mandate Form

(To be issued on bidder's letter head and
to be submitted along with Part-1 Bid)

1. Vendor/customer Name:
2. Vendor/customer Code:
3. Vendor /customer Address:
4. Vendor/customer e-mail id:
5. Particulars of bank account:
 - a. Name of Bank:
 - b. Name of branch:
 - c. Branch code:
 - d. Address:
 - e. Telephone number:
 - f. Type of account (current/saving etc.):
 - g. Account Number:
 - h. RTGS IFSC code of the bank branch:
 - i. NEFT IFSC code of the bank branch:
 - j. 9 digit MICR code:

I/We hereby authorize BHEL to release any amount due to me/us in the bank account as mentioned above. I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the BHEL responsible.

Signature
With name, Designation & seal of the firm

DECLARATION FOR RELATION IN BHEL

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

REF:.....

Date.....

To,

**BHARAT HEAVY ELECTRICALS LIMITED,
TRANSMISSION BUSINESS GROUP,
5TH FLOOR, ADVANT NAVIS IT BUSINESS PARK,
PLOT No-7, SECTOR-142, EXPRESSWAY NOIDA,
NOIDA-201305
DISTT- G.B.NAGAR (UTTAR PRADESH)**

Dear Sir,

Sub : Declaration for relation in BHEL

Ref : 1) NIT/Tender Specification No:,

I/We hereby submit the following information pertaining to relation/relatives of Proprieter/Partner(s)/Director(s) employed in BHEL

Tick(✓) any one as applicable:

1. The Proprieter, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

2. The Proprieter, Partner(s), or Director(s) of our Company / Firm HAVE relation / relatives employed in BHEL and their particulars are as below:

(i)

(ii)

Signature of the Authorised Signatory

Note:

1. Attach separate sheet, if necessary.
2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable against the Bidder / Contractor.

Bill of Quantity Cum Price Schedule		
Sl. No.	COMPONENTS	RATE PER UNIT PER MONTH FOR SKILLED/ SUPERVISOR / WORKS SUPERVISOR (As per UP Govt. Notification on dated 14.10.2019)
		in Rs.
1(a)	Rates of Basic Wage (Rs.) of Uttar Pradesh for all Scheduled Employment	7,085.00
1(b)	Dearness Allowances (Rs) w.e.f. 01.10.2019 to 31.03.2020	3,116.09
1(c)	Rates of Min. Wages (Basic+DA) as on 01.04.2019 of Uttar Pradesh for all Scheduled Employment	10,201.09
1(d)	Additional Cash Component (Rs.)	4,100.00
1	Monthly Consolidated wages including VDA (Rs.)	14,301.09
2	PF CONTRIBUTION: Employee's Contribution @12.0 % and Employer's Contribution @13.0 %	
2(a)	EPS (A/c No.10): Employer's Contribution@8.33% of Monthly Consolidated wages including VDA (i.e. S.No.1) OR @8.33% of Rs. 15000/- whichever is lower {EPS contribution is payable on maximum wage ceiling of Rs 15000/- only}	1,192.00
2(b)	EPF (A/c No.01): The difference of Employee's share {i.e. 12% of Monthly Consolidated wages including VDA (i.e. S.No.1)} & Pension Contribution {i.e. S. No. 2(a)}. {EPF contribution is payable on maximum wage ceiling of Rs. 15000/- however EPF contribution can be paid on higher wages also (wages above Rs.15000/-)}	525.00
2(c)	EDLI (A/c No.21): Employer's Contribution@0.50% of Monthly Consolidated wages including VDA (i.e. S.No.1) OR @0.50% of Rs. 15000/- whichever is lower. (Contribution to be paid on up to maximum wage ceiling of Rs.15000/- even if PF is paid on higher wages)	72.00
2(d)	EPF Admn. Charges (A/c No.02): Employer's Contribution@0.5% of Monthly Consolidated wages including VDA (i.e. S. No. 1) subject to Minimum Administrative charges payable per month per establishment is Rs. 500/-. (EPF Admn. Charges is payable on total pay on which EPF contributions are payable.)	72.00
3	ESI CONTRIBUTION: Employee's Contribution @0.75 % and Employer's Contribution @3.25 % of gross wages	
3(a)	ESI: Employer's Contribution @3.25% of Monthly Consolidated wages including VDA (i.e. S. No. 1) {(Enhanced wage ceiling for coverage of employees under the ESI Act is Rs. 21,000/-which will be calculated on S. No. 1) OR ** a comprehensive Insurance Policy for meeting the liability under Employees Compensation Act & Medical Coverage for the Worker and dependent family members within the same allocable cost.	465.00
	BONUS, LEAVE, UNIFORM, ETC.	
4	Bonus Contribution: @8.33% of Rs. 7000/- or the minimum wage {i.e. S. No. 1 (c)} for the scheduled employment, as fixed by the appropriate Government, whichever is higher. (Enhanced wage ceiling for coverage of employees under the Payment of Bonus Amendment Act-2015 is Rs. 21,000/-which will be calculated on S. No. 1)	850.00
5	Liveries/ Uniform (lump sum) @ Rs.225/- Per Month	225.00
6	Provision against encashment of Privilege leaves/ Earned leaves (15 PL) @1.25 days Per Month	596.00
7	Per month category wise wage (Rs.) (Sub-total of S. No. 1 to S. No. 6)	Rs. 18,298
8	Total nos of service points	14.00
9	Total Wages per month for 14 Nos of service points in Rs.	2,56,172
10	Nos of months as per contract	24.00
11	Total cost (in Rs.) for the 14 nos service points for 02 years on job contract basis	61,48,128

12	Agency service charge/ Profit Margin over the total cost at Sl no. 11 (in %) (Bidder has to quote in numeric as well as in words)	Q (in %) (in numeric) (in Words)
	Total Cost (in Rs.) after considering the Agency Service Charge as mentioned at Point no. 12 (in Numeric)- Excluding GST	
13	Total Cost (in Rs.) after considering the Agency Service Charge as mentioned at Point no. 12 (in Words) :- Excluding GST	

Note:-

1) Agency service charges to be quoted by the bidder in % as mentioned in sl no. 12 (up to two decimal points) and same shall be applicable uniformly over sl no. 09. Service Charge quoted beyond second decimal will be disregarded. SL no. 13 shall be filled by bidder accordingly.

2) The bidders evaluation shall be done on Quoted % mentioned at SL no. 12.

3) L1 bidder will be decided on %age service charge quoted by the bidder(s).

4) Bids without any element of cost over and above wages/ statutory payments (or below it) shall be treated as 'Nil' price quotation and would be rejected.

5) The total cost mentioned at Sl no. 11 is excluding GST. Presently GST @ 18 % (may vary as per prevailing rate)

6) Conditional Price bid or price bid with any deviation /clarifications etc are liable to be rejected. No Cutting/ erasing /overwriting is allowed.

7) The price-bid shall be read in conjunction with other sections with his Biding document.

8) The bidder is deemed to have studied the details of services to be provided and also various conditions of tender. Also should have acquainted himself of the conditions prevailing in the region/state/respective job premises.

9) Wages are subject to amendments as & when promulgated from time to time by Statutory Authorities. Increase of VDA as & when notified by Govt. of Uttar Pradesh subsequent to floating of this tender will be incorporated in the monthly wage calculation and any further increase of VDA will become the part of monthly consolidated wages.

8) Quoted %age shall be considered by BHEL only if quoted in this format and same will be considered for evaluation. If Price is quoted in any other format other than the above mentioned format, same is liable to be rejected.

Bidders Declarations :-

I / we have read the terms and conditions of the tender document, our contractual obligations towards execution of the Contract as per the tender document, are aware of the prevailing applicable minimum wages of the Govt. of Uttar Pradesh, we know of all obligations to be performed by us under the contract, the financing cost, administrative expenses, Statutory liabilities, etc, and undertake to fulfill its entire requirement under the quoted rates.

Signature
With name, Designation & seal of the firm

Signature
With name, Designation & seal of the firm